A

COLLECTION

OF

TREATIES AND ENGAGEMENTS

WITH THE

NATIVE PRINCES AND STATES

OF

ASIA

CONCLUDED,

ON BEHALF OF THE EAST INDIA COMPANY,

BY THE

BRITISH GOVERNMENTS IN INDIA,

viz.

By the Government of BENGAL from the Year 1757 to 1809;
By the Government of FORT ST. GEORGE from the Year 1759 to 1809;
By the Government of BOMBAY from the Year 1739 to 1808:

ALSO COPIES OF

SUNNUDS, OR GRANTS, OF CERTAIN PRIVILEGES AND IMMUNITIES

TO THE

EAST-INDIA COMPANY,

BY THE

MOGUL, AND OTHER NATIVE PRINCES OF HINDUSTAN:

WITH

AN INDEX.

LONDON:
Printed by E. Cox and Son, Printers to the Hon. United East-India Company, No. 75, Great Queen Street, Lincoln's-Inn-Fields.

1812.

KONINKL. BIBLIOTHEEK 'S GRAVENHAGE

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MEMORANDUM.—*The Asiatic Names in the following Treaties are variously printed, according to the Orthography of the original Translations.*

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TREATIES, &c.

WITH THE

COUNTRY POWERS OF INDIA,

CONCLUDED ON BEHALF OF THE

EAST-INDIA COMPANY

BY THE

GOVERNMENT OF BENGAL.

No. I.

TREATY *and* AGREEMENTS *with* Serajah Dowla, 1757.

Signed seven times

Monsoor ul Mulck
Serajah Dowla Shah
Kuly Khan Behauder,
Hybut Jung, Servant
of King Aalum Geer,
the Invincible.

List of Demands.

ARTICLE I.

A.D. 1757 — Serajah Dowla

Agreed to, according to the tenour of the Firmaund.

That the Company be not molested, upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah, be likewise allowed them; nor let any impediment or restriction be put upon the Zemindars.

ARTICLE

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A.D. 1757
Serajah Dowla.

ARTICLE II.

It is agreed to.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Bahar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, &c. offer them no kind of molestation upon this account.

ARTICLE III.

Whatever has been seized by the Government, it is agreed shall be restored.

That restitution be made the Company of their factories and settlements at Calcutta, Cossimbuzar, Dacca, &c. which have been taken from them.

That all money and effects, taken from the English Company, their factors and dependents, at the several settlements and Aurungs, be restored in the same condition. That an equivalent, in money, be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine.

ARTICLE IV.

It is agreed to.

That the Company be allowed to fortify Calcutta, in such manner as they shall esteem proper for their defence, without any hindrance or obstruction.

ARTICLE V.

It is agreed that Bullion, imported by the Company, be coined to Siccas.

That Siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad; and that the money struck in Calcutta, be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of Batta.

ARTICLE VI.

In the presence of God and his Prophet, these articles are signed and sealed.

That these proposals be ratified in the strongest manner, in the presence of God and his Prophet, and signed and sealed to by the Nabob, and some of his principal people.

ARTICLE VII.

On condition that an agreement, under the Company's seal, and signed by the Company's council, and sworn to according to their religion, be sent me, I agree to the articles which I have countersigned.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these articles are kept in force and remain unviolated.

Ahaz

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A.D. 1757
Serajah Dowla.

Ahaz ul Mulck Morad ul Dowla Nowarish Ally Khan Behauder, Zahoor Jung, a Servant of King Aalum Geer, the Invincible.

Witness, *Mobindar Narrain Canongo.*

Meer Jaffier Khan Behauder, a Servant of King Aalum Geer, the Invincible.	Rajah Doolubram Behauder, a Servant of King Aalum Geer, the Invincible.

Witness, *Lucki Narrain Canongo.*

Agreement *of the* Company, *signed by the* Governor *and* Committee, *the 9th of February*, 1757.

We, the East-India Company, in the presence of his Excellency the Nabob, Moonsoor ul Mulck Serajah Dowla Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Bahar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's Factories, within the jurisdiction of the Nabob, shall go on in its former course: that we will never oppress or do violence to any persons, without cause: that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers; that we will never act contrary to the tenour of the articles agreed to by the Nabob: that we will carry on our business as formerly, and will never, in any respect, deviate from this agreement.

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Agreement *of* Colonel Clive *with the* Nabob, *dated February* 12, 1757.

A.D. 1757 Serajah Dowla.

I, Colonel Clive, Sabut Jung Behauder, Commander of the English land forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the articles of the treaty made with the Nabob, that as long as he shall observe his agreement, the English will always look upon his enemies as their enemies, and whenever called upon, will grant him all the assistance in their power.

No. II.

Perwannah *for* Dustucks *from* Serajah Dowla, *dated the 9th* Rajeb *Moon.*

The English Company's goods have been carried backward and forward, by land and water, always, through the provinces of Bengal, Bahar, and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence, to interrupt their carrying their goods backwards and forwards, through all the Chokeys whatsoever, and not to demand any Katbarra, Manjor, &c. according to the King's Firmaund. Let them pass and repass, without receiving a single cowrie from any of their people; and interfere not with the English Company's Gomastahs, on any account, but rather take care that, through all your districts, their business be not obstructed in any way.

Fifteen Perwannahs, of the same tenour and date, were granted, under the seal of the Nabob, Serajah Dowla, to the Rajahs and Zemindars.

Perwannah,

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Perwannah, *under the Seal of the* Nabob Monsoor ul Mulck Serajah Dowla Behauder, Hybut Jung, *dated 9th of* Rajeb *(31st March*) in the third Year of the glorious Reign* Mohunlol.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass with the said Company's dustucks, by land or water, through the provinces of Bengal, Bahar, and Orissa, I have at this time granted a free currency to, in the same manner, and with the same privileges as formerly: it is necessary that your Excellency write to the officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Cheetmarree, Moorshedabad, and Purnea, that they suffer the same goods to pass up and down the rivers, without any molestation or imposition of Katbarra (a tax laid upon boats), or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this. A.D. 1757 Serajah Dowla.

Dustuck, *under the Seal of the* Nabob, Serajah Dowla, *&c. dated* 17 Jemmadee Sauni,† *the third Year of the King's glorious Reign.*

To all Fouzdars, Zemindars, Chokeydars, and Overseers of the Way of the Provinces of Bengal, Bahar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to, in the same manner as formerly, and with the confirmation of their former privileges. Let all goods, having the English Company's dustuck, pass as before, up and down the river, without any molestation or imposition of Katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformable to this writing.

Perwannah

* 1757.

† About the 9th of March, 1757.

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Perwannah *of the* Nabob, Serajah Dowla, *to the Honourable* Company, *for erecting a Mint in* Calcutta.

A.D. 1757
Serajah Dowla.

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint-houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur), and stamp gold and silver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad; under the name of Allenagur Calcutta, shall you coin your money; it shall pass for land revenues, &c. Nobody will ask or set any Batta upon them, only take care not to coin the gold and silver of other nations.

No. III.

Treaty *with* Jaffier Ally Khan, 1757.

*I swear by God, and the Prophet of God, to abide by the Terms of this Treaty whilst I have life.**

Meer Mahomed Jaffier Khan Behauder, Servant of King Aalum Geer.

Treaty *made with the* Admiral *and* Colonel Clive [Sabut Jung Behauder], Governor Drake, *and* Mr. Watts.

ARTICLE I.

Meer Jaffier.

Whatever articles were agreed upon in the time of peace with the Nabob, Serajah Dowla Monsoor ul Mulck Shah Kuly Khan Behauder, Hybut Jung, I agree to comply with.

ARTICLE

* These words were wrote in his own hand.

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ARTICLE II.

The enemies of the English are my enemies, whether they be Indians or Europeans. A.D. 1757 Meer Jaffier.

ARTICLE III.

All the effects and factories belonging to the French, in the provinces of Bengal (the Paradise of nations), and Bahar, and Orissa, shall remain in the possession of the English; nor will I ever allow them any more to settle in the three provinces.

ARTICLE IV.

In consideration of the losses which the English Company have sustained, by the capture and plunder of Calcutta, by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them one crore of rupees.

ARTICLE V.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lacks of rupees.

ARTICLE VI.

For the effects plundered from the Gentoos, Musulmans, and other subjects of Calcutta, twenty lacks of rupees shall be given.

ARTICLE VII.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lacks of rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Musulmans, shall be left to the Admiral and Colonel Clive (Sabut Jung Behauder) and the rest of the Council, to be disposed of by them to whom they think proper.

ARTICLE VIII.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land, belonging to several Zemindars; besides this, I will grant the English Company six hundred yards without the ditch.

ARTICLE IX.

All the land lying to the South of Calcutta, as far as Culpee, shall be under the Zemindarry of the English Company; and all the officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same manner with other Zemindars.

ARTICLE X.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

ARTICLE XI.

I will not erect any new fortifications below Hughley, near the River Ganges.

ARTICLE

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ARTICLE XII.

A.D. 1757 Meer Jaffier. As soon as I am established in the government of the three provinces, the aforesaid sums shall be faithfully paid.

Dated the 15th Ramzán, in the 4th Year of the Reign.

ADDITIONAL ARTICLE.

ARTICLE XIII.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above articles, which the underwritten, on behalf of the Honorable East-India Company, do, declaring on the Holy Gospels, and before God, that we will assist Meer Jaffier Khan Behauder with all our force, to obtain the Soubahship of the provinces of Bengal, Bahar, and Orissa; and further, that we will assist him to the utmost, against all his enemies whatever, as soon as he calls upon us for that end; provided that he, on his coming to be Nabob, shall fulfil the aforesaid articles.*

No. IV.

General Sunnud, *under the Seal of* Jaffier Ally Khan.

To all Governors, Muttaseddees, present or future, all Naibs, Fouzdars, Zemindars, Chowdrahs, Canongoos, &c. Servants of the Government, in the Provinces of Bengal, Bahar, and Orissa.

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (Maaff), exempt from all duties, therefore I write:

That whatever goods the Company's Gomastahs may bring, or carry, to or from their factories, the Aurungs, or other places, by land or by water, with a Dustuck from any of the chiefs of their Factories, you shall neither ask nor receive any sum, however trifling, for the same. Know, they have full power to buy and sell; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee, Manghans, or any

* The above Article was not transmitted from India to the Company, but is to be found in the 12th page of the Appendix to the Dutch Memorial; and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob, Meer Jaffier.

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any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of Delolls, unless the Gomastahs are satisfied to employ them. You are to assist them, on all occasions, wherever they buy or sell. Whoever acts contrary to these orders, the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen, or make good their amount. Any merchants, or others, on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the Katbarra, or other duties on boats, whether they be the Company's own boats, or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection, or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarry-Crutch, &c. impositions of the Fouzdars, which are forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the provinces of Bengal, Bahar, and Orissa, you are to give them forty Begahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, or other places, you are to assist them all in your power, and see that the goods are restored to the Company, and you are not to require the Choutarry, &c. which the King has forbid.

A.D. 1757 Meer Jaffier.

A mint is established in Calcutta; coin siccas and gold mohurs, of equal weight and fineness with the siccas and gold mohurs of Moorshedabad: they shall pass in the King's treasury.

All that I have wrote must be done: do as I have wrote, nor ask a new Sunnud every year. The 27th of the Moon Shevaul, and 4th of the King's Reign, being the 15th of the Month of July, 1757.

No. V.

Perwannah *from* Jaffier Ally Khan, *for the Mint.*

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favour rest for ever.

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A.D. 1757 Meer Jaffier.

A mint has been established in Calcutta: continue coining gold and silver into siccas and mohurs, of the same weight and standard with those of Moorshedabad; the impression to be *Calcutta*. They shall pass current in the provinces of Bengal, Bahar, and Orissa, and be received into the Cadjanna; there shall be no obstruction or difficulty for Cussore. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung: 11th Zeerlaida, 4th of the King's Reign.

No. VI.

PERWANNAH *for the Granted Lands.*

Seal of the Nabob, Jaffier Ally Khan.

1170. Aalum Geer, Emperor, fighting for the Faith, his Devoted Meer Mahomed Jaffier Ally Khan Behauder, Sujah ul Mulck, Hossam ô Dowla, Mahabut Jung, Anno 4.

Ye, Zemindars, Chowdrahs, Talookdars, Muccuddems, Recayahs, Morsawreans, Mootawettawahs of the Chuckla of Hughley, and others situated in Bengal, the terrestrial paradise: Know, that the Zemindarry, Chowdrahy, and Talookdarry of the countries in the subjoined list, hath been given, by treaty, to the most illustrious and most magnificent, the English Company, the glory and ornament of trade: The said Company will be careful to govern according to established custom and usage, without any gradual deviation, and watch for the prosperity of the people: Your duty is to give no cause of complaint to the Recayahs of the Company, who, on their part, are to govern with such kindness, that husbandry may receive a daily increase; that all disorders may be suppressed, drunkenness and other illicit practices prevented, and the Imperial tributes be sent in due time. Such part of the abovesaid country as may be situated to the west of Calcutta, on the other side of the Ganges, does not appertain to the Company: Know then, ye Zemindars, &c. that ye are dependents of the Company, and that ye must submit to such treatment as they give you, whether good or bad; and this is my express injunction.

Twenty-

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Twenty-four Mahals.

A.D. 1757
Meer Jaffier.

The Purgunnah of - - Mugra
Ditto - - - Khasspoor
Ditto - - - Mudenmutt
Ditto - - - Ekktiarpoor
Ditto - - - Burjutty
Ditto - - - Azimabad
Ditto - - - Moodagotcha
Ditto - - - Putcha Kollu
Part of the Purgunnah of Shadpoor
Shah Nagur
Part of the Purgunnah of Ghur
The Purgunnah of - - - Karee Jurree
Ditto - - - - - Deccan Saugeer
Part of the Purgunnah of Calcutta
Part of the Purgunnah of Paikan
Part of the Purgunnah of Munpoor
Part of the Purgunnah of Ameerabad
Part of the Purgunnah of Mahomed Ameepoor
Mellung Mahal
The Purgunnah of - - Hattiagur
Ditto - - - - - Meida
Part of the Purgunnah of Akbarpoor
Part of the Purgunnah of Bellia
Part of the Purgunnah of Bussindarry.

Dated the 5th of Rabbi ul Sauni, anno quarto.*

(In the Nabob's own hand, serving by way of sign manual.) It is written, Finis.

(In Maha Rajah Doolubrum's own hand, as Naib.) Seen.

(In Rajah Raage Bullub's own hand, as Hussoor Nevise.) The 5th of Rabbi ul Sauni, anno quarto, registered in the Imperial Register.

(In Rajah Conghu Baharree's own hand, as Dewan of Bengal.) The 5th of Rabbi ul Sauni, anno quarto, registered in the Dewannee Register.

c 2 No. VII.

* About the 20th of December, 1757.

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No. VII.

PERWANNAH *from* Jaffier Ally Khan, *for the Saltpetre of* Bahar.

A.D. 1757 Meer Jaffier.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole province of Bahar have been granted to the English Company, from the beginning of the Bengal year, 1165, in the room of Coja Mahomed Wazeed: you are, therefore, hereby directed to establish the authority of their Gomastahs in all the Saltpetre lands of the aforesaid province, to give strict orders to the Saltpetre Picars, not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nezzaranna and money for the aforesaid lands.

On the 2d of the month of Rajeb, of the 4th year of his Majesty's reign, a copy was entered in the Dewan's books.

Approved.

On the last day of the month of Jemmada-ul-Saani, of the 5th year of his Majesty's reign, a copy was entered in his Excellency's books.

No. VIII.

SUNNUD *for the* Zemindarry *of the Honourable* East-India Company's *Lands, given under the Seal of the* Nabob, Allow ô Dowla, Meer Mahomed Saddock Khan Behauder, Assud Jung, Dewan *of the* Soubah *of* Bengal.

To the Muttaseddees for affairs for the time being and to come, and Chowdrees, and Canongoos, and Inhabitants, and Husbandmen of the Kismut Purgunnah of Calcutta, &c. of the Sircar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal:

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Bengal: Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nizam of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Purgunnahs above-written, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Sircar, according to the endorsement, from the month Pooss (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of merchants, the English Company, to the end that they attend to the rites and customs thereof, as is fitting; nor in the least circumstance neglect or with-hold the vigilance and care due thereto: that they deliver into the treasury, at proper times, the due rents of the Sircar: that they behave in such manner to the inhabitants and lower sort of people, that by their good management the said Purgunnah may flourish and increase: that they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: that (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment; or else, that they themselves be responsible for the said goods: that they take especial care, that no one be guilty of any crimes or drunkenness, within the limits of their Zemindarry: that after the expiration of the year, they take a discharge, according to custom; and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the Duftercana of the Sircar; and that they refrain from demanding the articles forbidden by the Imperial Court (the asylum of the world).

It is their (the Muttaseddees, &c.) duty to look upon the said Company as the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right; in this particular be they strictly punctual.

Dated the First of Rabbi ul Sauni, in the third * sun of the Reign.

Let the Endorsement be wrote.

Particulars of the Endorsement.

In consequence of the Ferd Sawal, signed by the Glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan, Behauder, Mahabut

* Sould be the 5th sun.

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A.D. 1757
Meer Jaffier.

Mahabut Jung, Nizam of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the office of the Zemindarry of the Kissmut Purgunnah of Calcutta, &c. of the Sircar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Sircar, from the month Pooss (anno 1164) in the year one thousand one hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of merchants, the English Company.

27 Mahals	
Deroobust	Kissmut
15 Mahals	12 Mahals

The amount, according to the account signed by the Canongoos of the Soubah.

Form of the Sign Manual:

Be the Sunnud granted.

Form of the Ferd Sawal.

The Zemindarry of the Kissmut of Purgunnah of Calcutta, &c. of the Sircar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal, having been conferred on the noblest of merchants, the English Company, the aforesaid Company represent, that the inhabitants will not be satisfied without the grant of a Sunnud; wherefore they desire, that the Sunnud may be graciously allowed them, for which they agree to pay the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Sircar.—In this particular what are your commands?

27 Mahals	
Deroobust	Kissmut
15 Mahals	12 Mahals

The amount, according to the account signed by the Canongoos of the Soubah,

Rupees 2,22,958 10 12 3

Kissmut

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A.D. 1757
Meer Jaffier.

N.B. This is wrote by the Royroyan.

Pishcash of the Imperial Circar, &c. 20,101 rupees.
Pishcash of the Imperial Circar. Nezzaranna Soubahdarry. Vizier's Fees.
12,101 5,000 3,000

On the 15th of Rabbi ul Sauni, 5th Sun, a Copy was entered in the Dewannee Book.
D.

Kissmut Purgunnah of Calcutta, &c. of the Sircar Sautgaum, in the districts of the Chuckla of Hughley.

26 Mahals

Deroobust	Kissmuttea
15 Mahals	11 Mahals

Amount 2,20,166 14 10 1

Kissmut Purgunnah of Calcutta - - - - - - - - Sircar Sautgaum
Division 16 Annas
Mahal Kissmuttea
Amount 28,482, 6 13
Belonging to the Company 28,361 8 10 1
Ditto - - - Ramcunt 120 13 2 3

Kissmut Purgunnah of Mugra - - - - - - - - Sircar ditto
Division 16 Annas
Mahal Kissmuttea
Amount 24,504 13 16 1

Purgunnah of Khasspoor - - - - - - - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 3,337 3 2

Purgunnah of Mudenmull - - - - - - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 22,199 5 5

Purgunnah of Berryhattee - - - - - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 6,149 4 13 3

Purgunnah of Ekktiarpoor - - - - - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 7,923 1 8

Purgunnah

A.D. 1757
Meer Jaffier.

Purgunnah of Deccan Sauger - - Sircar Sautgaum
Division 16 Annas
Mahal Deroobust
Amount 60 7 12 2

Purgunnah of Shahnagur - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 283 7 14

Purgunnah of Azimabad - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 10,000

Purgunnah of Ghur - - - - - Sircar Saleemabad
Division 16 Annas
Mahal Deroobust
Amount 7,420 9 15

Purgunnah of Moodagotcha - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 31,793 10

Purgunnah of Peetcha Kollie - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 3,129 4 15

Purgunnah of Karee Juree - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 562 8

On the 12th Day of Rabbi. ul Sauni, a copy was entered in the book of the Government. (G. Huzzoor, or the Presence.) H.

Kissmut Purgunnah of Manpoor - Sircar ditto
Division 16 Annas
Mahal Kissmuttea
Amount 8,947 10 1 1
Belonging to the Company - 8,856 3 1
Ditto - - - Ramcunt - - 91 9 18

Kissmut Purgunnah of Paikan - - Sircar ditto
Division 12 Annas
Mahal Kissmuttea
Amount 6,787 10 6 3

Kissmut

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Kissmut Purgunnah of Ameerabad - - - - Sircar Saleemabad
Adjacent to Chitpoor
Division 3 Annas
Mahal Kissmuttea
Amount 3,650 10 9

Kissmut Purgunnah of Havelushehr - - - Sircar ditto
The village of Seenderpoor
No Division
Mahal Kissmuttea
Amount 323 11 8

Kissmut Purgunnah of Mahomed Ameepoor - Sircar ditto
The village
No Division
Mahal Kissmuttea
Amount 184 5 10

Kissmut Purgunnah of Mob, Salt, and Wax - Sircar ditto
No Division
Mahal Kissmuttea
Amount 16,702 13 1

Purgunnah of Hattiagur - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 22,119 7 19 3

Purgunnah of Meida - - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 4,199 14 10

Purgunnah of Akbarpoor - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 2,228 15 15

Purgunnah of Shahpoor - - - - Sircar ditto
Division 16 Annas
Mahal Deroobust
Amount 3,470 12 2 2

Kissmut

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A.D. 1757
Meer Jaffier.

Kissmut Purgunnah of Aboab Fouzdarry, &c. Sircar Saleemabad
No Division
2 Mahals Kissmuttea
Amount 1,204 12 18 2

Kissmut Purgunnah Aboab Fouzdarry, and Pishcash
Congo 2 Mahals
Amount - - - - - - - - - - - 1,174 11 16 3
Bherjy (transferred) - - - - - 30 1 1 3

Sairs, Hattiagur, and Meida, and Meidonmul, and Moodagotcha, belonging to Coot Ekktiapoor.

Division 3 Annas 11 Gundas
Mahal Kissmuttea
Amout 4,501

Kissmut Purgunnah of Bellia Busseindarry, Sircar Saleemabad, named Sahebnagur, in the districts of the Chuckla of Burdwan, containing the Monza Bhilla, and all the lands lying on the East Side of the River Ganges.

Division 10 Annas
Mahal Kissmuttea
Amount 2,791 11 12 2

Form of the Sign Manual:

After the receipt of the Muchulca, and Zaminee, according to custom,
Be the Sunnud granted.

Form of the Ferd Huckeekut.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindarry of the Kissmut Purgunnah of Calcutta, &c. of the Sircar Sautgaum,

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Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Sircar, is conferred on the noblest of merchants, the English Company, who have delivered a Muchulca and Zaminee into the books, and petition for the Sunnud. In this particular what are you pleased to decree? A.D. 1757 Meer Jaffier.

Form of the Perd Sawal, and Particulars of the Mahals, have been written above.

Pishcash of the Imperial Sircar, &c. 20,101 rupees.

Pishcash of the Sircar. 12,101 rupees. Nezzaranna Soubahdarry. 5,000 rupees. Vizier's Fees. 3,000 rupees.

27 Mahals

Deroobust Kissmuttea

15 Mahals 12 Mahals

Amount, according to the account signed by the Canongoos of the Soubah,

Rupees 2,22,958 10 2 3

Form of the Sign Manual:
It has been viewed.

Form of the Muchulca, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Purgunnah of Calcutta, &c. of the Sircar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, &c. to the Imperial Sircar, from the month Pooss (anno 1164), in the year eleven hundred and sixty-four of the Bengal Æra, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor, in the least circumstance, neglect or withhold the vigilance and care due thereto. That we deliver into the treasury, in the proper times, the due rents of the Sircar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Purgunnahs may flourish and increase. That we suffer no robbers nor housebreakers to remain within our districts, and take such care of the King's highways, that the travellers and passengers may pass and repass, without fear or

molestation.

A.D. 1757 Meer Jaffier.

molestation. That (which God forbid) if the effects of any person be plundered or stolen, we discover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment; or else that we, ourselves, be responsible for the said goods. That we take especial care that no one be guilty of any crime, or drunkenness, within the limits of our Zemindarry. That, after the expiration of the year, we take a discharge, according to custom; and that we deliver the accounts of our Zemindarry, agreeable to the stated forms, every year, into the Duftercana of the Sircar; and that we refrain from demanding the articles forbidden by the Imperial Court (the asylum of the world). For this reason we have given this writing, as a Muchulca and agreement, that upon any occasion recourse may be had thereto.

Particulars of the Mahals have been written in the Endorsement.

27 Mahals

Deroobust	Kissmuttea
15 Mahals	12 Mahals

Amount 2,22,958 10 2 3

Form of the Sign Manual:
It is accepted.

Form of the Tomsook Hazir Zeminee, dated

I .... do declare, that whereas the office of the Zemindarry of the Kissmut Purgunuah of Calcutta, &c. of the Sircar Sautgaum, &c. belonging to the Paradise of Nations, the Soubah of Bengal, has been conferred on the noblest of merchants, the English Company; I, being appointed the personal security for the said Company, with the Sircar, do agree, and give this writing, that the aforesaid Company shall be present, and execute the functions of their Zemindarry. If they shall absent themselves, I will make them appear; but if, at any time, I am not able to make them appear, I will be responsible for their compacts. For this reason, I have given this writing, as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

Form of the Sign Manual:
Signed.

Form of the Agreement for the Pishcash, &c. to the Imperial Sircar.

Account of the agreement for the Pishcash, &c. made for obtaining the Grant of the Sunnud for the Zemindarry of the Kissmut Purgunnah of Calcutta, &c. of the Sircar Sautgaum,

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Sautgaum, &c. in the name of us, the English Company, for the Year 1165 of the Bengal Æra. A.D. 1757 Meer Jaffier.

20,101 Rupees Pishcash
Pishcash of the Imperial Sircar 12,101
Nazzaranna Soubahdarry 5,000 Rupees
Vizier's Fees
3,000
Rupees 2,22,958 10 2 3

Mem. Here follows, in the Original, a description of the particulars of the several Purgunnahs, as before specified.

EXPLANATION *of the Terms used in the* Sunnud *granted for the* Zemindarry *of the Honourable* Company's *Lands.*

Aboab Fouzdarry Purgunnah. Many Zemindars complaining of the great oppressions of the Fouzdarry, formerly obtained from the Nabobs an exemption from the jurisdiction of the Fouzdarry, in consideration of their paying to the Government the amount of the income which was produced by the fines of that office, every Zemindar being assessed proportionably for that amount, which tax has continued ever since, and is passed under the head of the Purgunnah Aboab Fouzdarry.

Bengal, Soubah Jennet ul Belaad Bengal, the Paradise of Nations, the Soubah of Bengal. A title given by Auring Zebe to Bengal.

Canongoos, Registers of the Soubah.

Chowdrahs, Landholders, in the next rank to Zemindars.

Chuckla, The jurisdiction of a Fouzdar, who receives the rents from the Zemindars, and accounts for them with the Government.

Deroobust Purgunnahs, Whole or entire Purgunnahs, which depend on a single Zemindar.

Division, In the Original, *Rakkum.*

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A.D. 1757
Meer Jaffier.

The proportions of the Kissmut Purgunnah are reckoned by annas, or sixteenths. It may be observed, that many of the Kissmut Purgunnahs are termed divisions of sixteen annas; the reason of which is, that the lands included bear so small a proportion to the rest that they are not rated at all.

Duftercana, The exchequer, or office for keeping the Government's books.

Ferd Huckeekut, A manifest or memorial.

Ferd Sawal, A petition.

Huck Alwazeerut, The fees of the Vizier.

Kissmut, signifies a Division. When any part of a Purgunnah is transferred from one Zemindar and assigned over to another, each part or division is called a Kissmut Purgunnah, as the Kissmut Purgunnah of Bellia Bussindarry, of which ten annas or five-eights belong to the Company's jurisdiction, and six annas or three-eighths to Rajah Tulluckchund.

Mahal. Every fund which produces the revenues of the Government is called Mahal. In the Sunnud it includes only Purgunnahs and Sairs.

Mob, Salt, and Wax. The rents of this Purgunnah arise entirely from the Sale of Salt and Wax, from whence it takes its name: as there is no ground-rent collected in this Purgunnah, it is therefore termed no division.

Mowza, A parish.

Muchulca, An indenture or agreement.

Muttaseddees, All persons employed in taking the accounts of the Soubah.

Nazim, A viceroy or governor of a province.

Nezzaranna Soubahdarry, The fees of the Nazim.

Pishcash Sircar Wallaw, A fine paid into the Emperor's treasury.

Pooss,

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Pooss, The ninth month of the Bengal year, answering nearly to the month of December. A.D. 1757 Meer Jaffier.

Purgunnah, A country: any number of Mowzas (or parishes) the rents of which are collected at one place, called a Cutcherree.

Sairs, Any place or office appointed for the collection of duties and customs. In the Purgunnahs of Hattiagur, Meida, Meidonmul, and Moodagotcha, a duty was collected on Salt, and paid formerly to the Buxbundarry, which having been made over to the Company is inserted in the Sunnud for the lands.

Sircar, A term given to any number of Purgunnahs, placed under one head in the Government's books, for the easier adjustment of the accounts. Any office under the Government is likewise termed a Sircar.

Sunnud, A charter or grant.

Tomsook Hazir Zaminee, A security for personal appearance.

No. IX.

SUNNUD *for the free Tenure of the Town of* Calcutta, *&c. to the Honourable* East-India Company, *given under the Seal of the* Nabob Allow ô Dowla, Meer Mahomed Saddock Khan Behauder, Assud Jung, Dewan *of the* Soubah *of* Bengal, 1758.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Chowdrahs, and Talookdars, and Canongoos of the Mowza of Govindpoor, &c. in the districts of the Purgunnah of Calcutta, belonging to the Paradise of Nations, the Soubah of Bengal: Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the aforesaid Mowzas, &c. which adjoin to the factory of the most noble of merchants, the English Company, amounting to eight thousand eight hunderd A.D. 1758 Meer Jaffier.

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A.D. 1758 Meer Jaffier. hundred and thirty-six rupees, and something more, from the 1st of Rabbi ul Sauni, 5th Sun,* according to the Endorsement, are forgiven; to the end that they provide for the defence of their factory, and the safeguard of the seaports herewith. It is their (the Muttaseddees, &c.) duty, to desist from all claims for the rents, nor in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

Let the Endorsement be wrote.†

Particulars of the Endorsement.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the Mowza of Govindpoor, &c. in the districts of the Purgunnah of Calcutta, &c. belonging to the Paradise of Nations, the Soubah of Bengal, and dependent on the Khalfa Shereefa, and the Jaghire of the Sircar, which adjoin to the factory of the noblest of merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees, and something more, from the latter season of Oodael,‡ in the year eleven hundred and sixty-four (1164) of the Bengal Æra, are forgiven the noblest of merchants aforesaid.

Mowzas and Mahals 22½
Mowzas 20½. Mahals (2 Markets) 2

The amount, according to the Ferd signed by the Canongoos of the Soubah.

Form of the Sign Manual:

Be the Sunnud granted.

Form of the Ferd Sawal.

The noblest of merchants, the English Company, represent, that the factory for carrying on their trade in the Purgunnah of Calcutta, lying near the sea, and being liable to continual alarms and interruptions from the enemy, for their defence they have made a Tank

* About the beginning of December, 1758. † This is wrote by the Royroyan.
‡ In the Original Fesset Kruf.

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a Tank of water round their factory, and left an Esplanade on all sides, at the distance of a cannon shot; and that the Mowza of Govindpoor, &c. in the districts of the Purgunnah of Calcutta, &c. of the Sircar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa, and Jaghire of the Sircar, adjoin thereto; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands? A.D. 1758 Meer Jaffier.

Mowzas 20¼. Mahals (2 Markets) 2

Amounting, according to the account signed by the Canongoos of the Soubah, to Rupees 8,836 4 3 2

Mowza of the Govindpoor, &c. belonging to the Purgunnah of Calcutta. Mowzas with Kissmutteas 12.

In all 6¾ Mowzas.—Amount 2,542 14 2 3

Kerria Kissmut of Govindpoor
Mowza of 8 annas.—Amount 338 11 16 2 Jaghire

Kerria Kissmut of Mirzapoor
Mowza of 8 annas.—Amount 131 10 17 3

Kerria Kissmut of Gunnispoor, in the Bounds of Molunga of the Khalsa
Mowza of 8 annas.—Amount 171 13 19 2

Kerria Kissmut of Chowrungee of the Jaghire
Mowza of 8 annas.—Amount 44 8 2 2

Kerria Kissmut of Dhulland
Mowza of 8 annas.—Amount 227 11 12 2

Kerria Kissmut of Jella Colunda
Mowza of 8 annas.—Amount 266 2 13

Kerria Kissmut of Dilliah Danghee of the Jaghire
Mowza of 12 annas.—Amount 582 15 6 3

Kerria Kissmut of Anhatte of the Jaghire
Mowza of 6 annas.—Amount 184 13 16 1

Kerria Sulduah of the Jaghire
One Mowza.—Amount 355 13 11

Kerria Kissmut of Bharee Birjhee
Mowza of 6 annas.—Amount 63 2 4 2

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A.D. 1758
Meer Jaffier.

Kerria Kispoorperra of the Jaghire
One Mowza.—Amount 191 0 5

Kerria Kissmut of Bharee Serampoor of the Jaghire
Mowza of 4 annas.—Amount 34 5 17 1

Kissmut Mowza of Dhellunt, &c. belonging to the Purgunnah of Paikan
Twelve Mowzas, including Kissmutteas, in all 6¼ Mowzas of the Khalsa.—Amount 1,894 4 2

Kerria Kissmut of Dhellunt
Mowza of 8 annas.—Amount 253 10 12 1

Kerria Kissmut of Soota Lootee
Mowza of 6 annas.—Amount 113 7 1 1

Kerria Kissmut Govindpoor
Mowza of 8 annas.—Amount 161 3 13

Kerria Kissmut of Chowrungee
Mowza of 8 annas.—Amount 97 7

Kerria Kissmut of Mirzapoor
Mowza of 8 annas.—Amount 150 8 8 1

Kerria Rocul Koorea
One Mowza.—Amount 178 12 1

Kerria Kissmut of Deccan Paikparra
Mowza of 2 annas.—Amount 15 9 15

Kerria Kissmut of Dhela Dangee
Mowza of 4 annas.—Amount 156 13 6

Kerria Kissmut of Anhattee
Mowza of 10 annas.—Amount 218 10 12

Kerria Kissmut of Jella Colunda
Mowza of 8 annas.—Amount 147 2 16 1

Kerria Kissmut of Bharee Birjhee
Mowza of 10 annas.—Amount 227 2 2

Kerria Kissmut of Bharee Serampoor
Mowza of 12 annas.—Amount 123 12 7

Mowza of Shimla, &c. belonging to the Purgunnah of Manpoor
Three Mowzas entire of the Khalsa.—Amount 331 15 11

Kerria Shimla—One Mowza.—Amount 121 15 3 2

Kerria

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A.D. 1758
Meer Jaffier.

Kerria Maukhund—One Mowza.—Amount 180 4 13 2

Kerria Awdinghu—One Mowza.—Amount 29 11 14

Mowza of the Town of Calcutta, &c. belonging to the Purgunnah of Ameerabad
Six and ½ Mowzas and Mahals.—Amount 4,008 10 11

Kerria of the Town of Calcutta *
One Mowza.—Amount 1,376 13 7 2

Kerria Kissmut of Soota Lootee
Mowza of 10 annas.—Amount 1,392 9 14 2

Kerria Kissmut of Deccan Paikparra
Mowza of 14 annas of the Jaghire.—Amount 479 2 2

Kerria of Birjhee
One Mowza of the Jaghire.—Amount 114 7 2 2

Kerria of Serampoor
One Mowza of the Jaghire.—Amount 50 13 15 2

Market of Soota Lootee
One Mahal of the Khalsa.—Amount 272 2 2

Market of Govindpoor
One Mahal of the Khalsa.—Amount 322 12 5 2

Kerria Kissmut of Aboab Fouzdarry of the Town of Calcutta, &c.
Amount 8 3 18 1

Form of the Sign Manual:

The Muchulca being taken according to the Form,
Be the Sunnud granted.

Mem. Here follows the Ferd Huckeekut, and also the Muchulca of the Company, which are in the same Form as those in the Sunnud foregoing for the Company's Zemindarry.

Explanation *of the Words in the Grant, or the Free Tenure of the Town of* Calcutta.

Aboab Fouzdarry. Many of the Zemindars having made great complaints of the oppressions of the Fouzdarry, formerly obtained of the Nabobs an exemption from

* In the Original it is Dhee Calcutta.

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from the jurisdiction of the Fouzdarry, in consideration of their paying to the Government the amount of the income which was produced by the fines of that office, every Zemindar being assessed proportionably for that amount; which tax has continued ever since, and is passed under the head of the Purgunnah Aboab Fouzdarry.

Bengal, Paradise of Nations, the Soubah of Bengal, Soubah Jennet ul Belaad Bengal. A title given by Aurung Zebe to Bengal.

Canongoos, Registers of the Soubah.

Chowdrahs, Landholders, in the next rank to Zemindars.

Dhee, The ancient limits of any village or parish: thus, Dhee Calcutta means only that part which was originally inhabited.

Ferd Huckeekut, A manifest or memorial.

Ferd Sawal, A petition.

Jaghire Sircar. Such lands as are made over to the Munsubdars (or persons invested with dignities) for their maintenance, are called Jaghire. *Jaghire Sircar*, means the Jaghire of the Government, or the Nazim.

Kerria, A parish or village.

Khalsa Shereefa. Whatever accounts belong immediately to the Emperor are called *Khalsa*; the word *Shereefa*, added to it is only a title, signifying noble or magnificent.

Kissmut, signifies a division; *Kerria Kissmut* means a part of a parish, being such a proportion as is included in the Sunnud.

Mahal. Every fund, which produces the revenues of the Government, is called a Mahal; but in this Sunnud, only *Markets* are so called. A Mowza, being only a part or division of a Purgunnah, is not considered as a Mahal.

Mowza, A parish or village; it properly signifies a place.

Muchulca, An indenture or agreement.

Muttaseddees, All Persons employed in taking the accounts of the Soubah.

Nazim, A Viceroy, or Governor of a province.

Oodaeel,

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Oodaeel. In the computation of time used in Indostan, they reckon a term of twelve years, called a *Kerm*; *Oodaeel* is the name given to one of the years of this revolution. A.D. 1758 Meer Jaffier.

Purgunnah, A country, any number of Mowzas (or parishes) the rents of which are collected at one place, called a *Cutcherree.*

Sircar, A term given to any number of Purgunnahs placed under one head in the Government's books, for the easier adjustment of the accounts; any office under the Government is likewise termed a Sircar.

Soubah, A province.

Sunnud, A charter or patent.

No. X.

A Treaty *between the* Nabob Meer Mahomed Cossim Khan *and the* Company, 1760.

Company's Seal.

Meer Mahomed Cossim Khan Behauder's Seal.

Two treaties have been written of the same tenour, and reciprocally exchanged, containing the Articles under-mentioned, between Meer Mahomed Cossim Khan Behâuder and the Nabob Shums ô Dowla,* Governor, and the rest of the Council for the affairs of the English Company; and during the life of Meer Mahomed Cossim Khan Behauder, and the duration of the factories of the English Company in this country, this agreement shall remain in force. God is witness between us, that the following Articles shall, in no wise, be infringed by either party. A.D. 1760 Cossim Alli.

ARTICLE

* Supposed to be Governor Vansittart.

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A.D. 1760
Cossim Alli.

ARTICLE I.

The Nabob, Meer Mahomed Jaffier Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses.

ARTICLE II.

The Neabut of the Soubahdarry of Bengal, Azimabad,* and Orissa, &c. shall be conferred by his Excellency, the Nabob, on Meer Mahomed Cossim Khan Behauder; he shall be invested with the administration of all affairs of the provinces, and after his Excellency he shall succeed to the Government.

ARTICLE III.

Betwixt us and Meer Mahomed Cossim Khan Behauder, a firm friendship and union is established; his enemies are our enemies, and his friends are our friends.

ARTICLE IV.

The Europeans and Telingas of the English army shall be ready to assist the Nabob, Meer Mahomed Cossim Khan Behauder, in the management of all affairs; and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

ARTICLE V.

For all charges of the Company and of the said army, and provisions for the field, &c. the lands of Burdwan, Midnapore, and Chittagong, shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses, and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid.

ARTICLE VI.

One half of the Chunam produced at Silhet for three years shall be purchased by the Gomastahs of the Company, from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

ARTICLE VII.

The balance of the former Tuncaw shall be paid, according to the Kistbundee agreed upon with the Royroyan. The jewels, which have been pledged, shall be received back again.

ARTICLE VIII.

We will not allow the tenants of the Sircar to settle in the lands of the English Company; neither shall the tenants of the Company be allowed to settle in the lands of the Sircar.

ARTICLE IX.

We will give no protection to the dependents of the Sircar in the lands, or in the factories of the Company; neither shall any protection be given to the dependents of the Company in the lands of the Sircar; and whosoever shall fly to either party for refuge shall be delivered up.

* Or Bahar.

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ARTICLE X.

The measures for war and peace with the Shahzada, and raising supplies of money, and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Cossim Khan Behauder we will (by the grace of God) inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17th of the month Sophar, in the 1174th year of the Hegira, or 27th of September, 1760.

[*Sign Manual of Meer Mahomed Cossim Khan*]

This was sealed on the 18th of the month Sophar, in the eleven hundred and seventy-fourth year of the Hegira, and the proposals are agreed to.

No. XI.

SUNNUD, *under the Seal of the* Nabob Naseer ul Mulck, Imteaz ô Dowla, Nesserat Jung, Meer Mahomed Cossim Khan Behauder.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen, and Chiefs of the villages of the Purgunnah of Burdwan, &c. the Zemindarry of the Rajah Tilluckchund, in the districts of the Soubah of Bengal: Be it known, that whereas divers wicked people have traiterously stretched forth their hands to plunder the subjects, and waste the royal dominions; for this reason, the said Purgunnah, &c. is granted to the English Company, in part of disbursement of their expences, and the monthly maintenance of five hundred European horse, two thousand European foot, and eight thousand Seapoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay, to the persons appointed by the English Company, the stated revenues, and implicitly submit, in all things, to their authority. And the office of the collectors of the English Company is as follows: they shall continue the Zemindras and Tenants in their places, regularly collect the revenues of the lands, and deliver them in monthly, for the payment of the expences of the Company, and the pay of the above-mentioned forces, that they may be always ready, cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated

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A.D. 1760
Cossim Alli.

Dated the 4th of the Moon Rabbi ul Awel, 1st Sun, answering to the 1st of the month Cautic, 1176 Bengal stile.

N. B. The Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa, and for the Tanna of Islamabad, or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

SUNNUD, *under the Seal of the* Nabob Naseer ul Mulck, *&c.*

To the Droga of Chunam, to the Naib of Silhet: Be it known, that whereas the English Company are constructing a fort in Calcutta, and meet with great obstacles in finishing that work, in the want of stone Chunam; for this reason it is ordered, that of whatever quantity of Chunam is produced at that place, one half (the price thereof being received agreeable to the rate of that place) be delivered to the Gomastahs of the English Company, for the term of three years, that no delays may be occasioned in finishing the fort aforesaid; and the other half is to be sent for the Sircar. Let this be punctually observed.

Dated the 4th of the Moon Rabbi ul Awel, 1st Sun, answering to the 1st of the month Cautic, 1176 Bengal stile.

No. XII.

ARTICLES *of a* TREATY *and Agreement between the* Governor and Council *of* Fort William, *on the Part of the* English East-India Company, *and the* Nabob Shujah ul Mulck, Hossam ó Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, 1763.

Company's Large Seal.	The Seal of the Nabob Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, &c.

On the Part of the Company.

A.D. 1763
Meer Jaffier.

We engage to reinstate the Nabob Meer Mahomed Jaffier Khan Behauder in the Soubahdarry of the provinces of Bengal, Bahar, and Orissa, by the deposal of Meer Mahomed

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Mahomed Cossim Khan; and the effects, treasure, and jewels, &c. belonging to Meer Mahomed Cossim Khan, which shall fall into our hands, shall be delivered up to the Nabob aforenamed. A.D. 1763 Meer Jaffier.

On the Part of the Nabob.

ARTICLE I.

The treaty which I formerly concluded with the Company, upon my accession to the Nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting Perwannahs for the currency of the Company's business; the same treaty I now confirm and ratify.

ARTICLE II.

I do grant and confirm to the Company, for defraying the expences of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

ARTICLE III.

I do ratify and confirm to the English, the privilege granted them by their Firmaund, and several Husbulhookums, of carrying on their trade, by means of their own Dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting the article of salt, on which a duty of two and a half per cent. is to be levied on the Rowana, or Hughley market price.

ARTICLE IV.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar, for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

ARTICLE V.

In the Chuckla of Silhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar, and the Company's Gomastah, shall jointly prepare Chunam, of which each shall defray half the expences; and half the Chunam, so made, shall be given to the Company, and the other half shall be for my use.

ARTICLE VI.

I will maintain twelve thousand horse and twelve thousand foot in the three provinces. If there should be occasion for any more, the number shall be encreased by consent of the Governor and Council, proportionably to the emergency. Besides these, the forces of the English Company shall always attend me when they are wanted.

ARTICLE VII.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English forces I may have occasion for in

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A.D. 1763
Meer Jaffier.

the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company; and a person shall also reside, on my part, at Calcutta, to negotiate with the Governor and Council.

ARTICLE VIII.

The late Perwannahs, issued by Cossim Ally Khan, granting to all merchants the exemption of all duties, for the space of two years, shall be reversed and called in, and the duties collected as before.

ARTICLE IX.

I will cause the Rupees, coined in Calcutta, to pass, in every respect, equal to the Siccas of Moorshedabad, without any deduction of Batta; and whosoever shall demand Batta shall be punished.

ARTICLE X.

I will give thirty lacks of Rupees, to defray all the expences and loss accruing to the Company, from the war and stoppage of their investment; and I will reimburse to all private persons, the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of land for the amount.

ARTICLE XI.

I will confirm and renew the treaty which I formerly made with the Dutch.

ARTICLE XII.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, &c.; but they shall pay tribute, and carry on their trade as in former times.

ARTICLE XIII.

Some regulations shall be hereafter settled between us, for deciding all disputes which may arise between the English Agents and Gomastahs, in the different parts of the country, and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands, and affixed the seal of the Company, to one part hereof; and the Nabob aforenamed hath set his hand and seal to another part hereof: which were mutually done and interchanged, at Fort William, the 10th day of July, 1763.

(Signed) HENRY VANSITTART,
JOHN CARNAC,
WILLIAM BILLERS,
WARREN HASTINGS,
RANDOLPH MARRIOTT,
HUGH WATTS.

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DEMANDS *made on the Part of the* Nabob Meer Mahomed Jaffier Khan, *and agreed to by the* Council, *at the Time of signing the Treaty.*

ARTICLE I.

A.D. 1763 Meer Jaffier.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness, with presents; I now make this request, that you will write in a proper manner to the Company, and also to the King of England, the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor, and Chiefs of the English that are here, or may hereafter come, may be well disposed and attached to me.

ARTICLE II.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write they will give their credit and assent, nor regard the stories of designing men, to my prejudice, that all my affairs may go on with success, and no occasion may arise for jealousy or ill-will between us.

ARTICLE III.

Let no protection be given, by any of the English gentlemen, to any of my dependents, who may fly for shelter to Calcutta, or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils, on all accounts, to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories: and if any of the said Gomastahs shall act otherwise, let them be checked, in such a manner as may be an example to others.

ARTICLE IV.

From the neighbourhood of Calcutta to Hughley, and many of their Purgunnahs, bordering upon each other, it happens, that on complaints being made, people go against the Talookdars, Riotts, and tenants of my town, to the prejudice of the business of the Sircar: wherefore let strict orders be given, that no Peons be sent from Calcutta, on the complaints of any one, upon my Talookdars or tenants; but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hughley, that the country may be subject to no loss or devastations; and if any of the traders which belonged to the Bucksbunder and Azimgunge, and have settled in Calcutta, should be desirous of returning

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A.D. 1763 Meer Jaffier. returning to Hughley, and carrying on their business there, as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given, that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE V.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expences.

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, written in five articles, We the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July, 1763.

(Signed) HENRY VANSITTART,
WILLIAM BILLERS,
JOHN CARTIER,
WARREN HASTINGS,
RANDOLPH MARRIOTT,
HUGH WATTS.

No. XIII.

Nabob Meer Mahomed Jaffier Ally Khan's *Note, for Five Lacks of Rupees per Month, for the Expences of the Army*, 1764.

A.D. 1764 Meer Jaffier. Account of money settled for the expences of the Europeans and Seapoys, the artillery, and raising of the cavalry, which shall be paid a month sooner or later, according to the particulars under-mentioned, from the beginning of the month Sophar (31st of July, 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, *viz.*

In the province of Bengal, at Moorshedabad - - - - -	3,00,000
In the province of Bahar, at Patna - - - - - - - - -	2,00,000
Total Rupees	5,00,000

Written

Written the 19th of Rabbi ul Awel, the 5th year of the Jaloos, 16th September, 1764. A.D. 1764 Meer Jaffier.

N.B. I will include in the aforesaid sum, whatever balance may be due from me, on account of my former agreement with the Company.

No. XIV.

A.

Proposals *made by the* King Shah Aalum, *and enclosed in a Letter from* Major Hector Munro *to the* President and Council *at* Bengal, *dated from the Camp at* Benares, *the 22d of November*, 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to shew that I am protected by the English, and they shall be at my expence; that if any enemy come at any time against me, I will make such connections in the country, that, with my own troops, and the afore-mentioned small detachment, will defend the country, without any further assistance from the English, and I will pay them, of the revenues of the country, what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill. I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends. A.D. 1764 The Mogul.

B.

Articles *to be executed by the* King, *enclosed in a Letter from the* President and Council *at* Bengal *to* Major Hector Munro, *Commander-in-Chief of the Army, sent the 6th of December*, 1764.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we laboured under, and strengthened the foundations of the

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A.D. 1764
The Mogul

the empire which God has given us, we have been graciously pleased to grant to the English Company our royal favours, according to the following articles, which shall remain firm, both in present and in future.

As the English Company have been put to great expense, and their affairs exposed to danger, by the war which the Nabob Shujah ul Dowla, unjustly, and contrary to our royal pleasure, waged against them, we have therefore assigned to them the country of Gauzepoor, and the rest of the Zemindarry of Bulwant Sing, belonging to the Nizamut of the Nabob Shujah ul Dowla: and the regulation, and government thereof, we have given to their disposal, in the same manner as it was in the Nabob Shujah ul Dowla's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is, according thereto, to pay the revenues to the Company; and the amount shall not belong to the books of the Royal Revenue, but shall be expunged from them.

The army of the English Company having joined our standard, shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah ul Dowla; and the revenues, excepting those of Rajah Bulwant's Zemindarry, shall be in our entire management and disposal.

As the English Company will be at a further expense in putting us in possession of Illiabad, and the rest of the Nizamut of the Nabob Shujah ul Dowla, we will therefore, as we get possession, grant to them, out of our treasury, such a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession, we will reimburse the whole expenses of the Company in this business, from the time of their joining our Royal Standard.

C.

FIRMAUND *executed by the* King.

As the English Company have been put to great expense, and their affairs exposed to danger, by the war which the Nabob Shujah ul Dowla, unjustly, and contrary to our royal pleasure, waged against them, we have therefore assigned to them the country of Gauzepoor, and the rest of the Zemindarry of Rajah Bulwant Sing, belonging to the Nizamut of the Nabob Shujah ul Dowla; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah ul Dowla's.

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The aforesaid Rajah having settled terms with the Chiefs of the English Company, is, according thereto, to pay the revenues to the Company. A.D. 1764 The Mogul.

The army of the English Company having joined our standard, shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah ul Dowla; and the revenues, excepting those of Rajah Bulwant's Zemindarry, shall be in our entire management and disposal.

It becomes the Company to shew their grateful sense of our royal favours, and to exert themselves to the utmost, in the proper management and regulation of the country; to encourage and befriend our subjects; to punish the contentious, and expel the rebellious from their territories. They must use their best endeavours to promote the welfare of our people, the Riotts, and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the Law of God; in driving out enemies; in deciding causes, and settling matters agreeably to the rules of Mahomed and the *Law of the Empire;* so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labour under oppression and violence. They will consider these as our strict injunctions.

Written on the 4th day of Rajeb, the 6th year of the Reign, 29th December, 1764.

No. XV.

Articles *of a* Treaty *and Agreement, concluded between the* Governor *and* Council *of* Fort William, *on the Part of the* English East-India Company, *and the* Nabob Nudjum ul Dowla, 1765.

A.D. 1765 Nudjum ul Dowla.

On the Part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Nudjum ul Dowla, the Soubahdarry of the provinces of Bengal, Bahar, and Orissa, and to support him therein with the Company's forces against all his enemies. We will also, at all times, keep up such force as may be necessary, effectually to assist and support him in the defence

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A.D. 1765 Nudjum ul Dowla.

defence of the provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise, that in consideration the Nabob shall continue to assist in defraying the extraordinary expences of the war, now carrying on against Sujah ul Dowla, with five lacks of Rupees per month, which was agreed to by his father,* that whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the Part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Bahar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles.

ARTICLE I.

The Treaty which my father formerly concluded with the Company,† upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of their Governor and Council, as his own, and granting Perwannahs for the currency of the Company's trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

ARTICLE II.

Considering the weighty charge of government, and how essentiel it is for myself, for the welfare of the country, and for the Company's business, that I should have a person, who has had experience therein, to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs. And as Mahomed Reza Khan, the Naib of Dacca, has, in every respect, my approbation, and that of the Governor and Council, I do further agree, that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall, in such case, be reinstated in the Naibship of Dacca, with the same authority as heretofore.

ARTICLE

* No. XIII. † No. III.

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A.D. 1765 Nudjum ul Dowla.

ARTICLE III.

The business of the collections of the revenues shall, under the Naib Soubah, be divided into two or more branches, as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English, and their regard to my interest and dignity, and am desirous of giving them every testimony thereof, I do further consent, that the appointment and dismission of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council. And considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will, that the Governor and Council shall be at liberty to object and point out to me, when improper people are intrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honour, my people every where be happy, and their grievances be redressed.

ARTICLE IV.

I do confirm to the Company, as a fixed resource for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The sum of five lacks of sicca Rupees per month,* for their maintenance, was further agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops, the Governor and Council will then relieve me from such a proportion of this assignment, as the increased expenses, incurred by keeping up the whole force, necessary for the defence of the provinces, will admit of: and as I esteem the Company's troops entirely equal thereto, and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the provinces.

ARTICLE V.

I do ratify and confirm to the English, the privilege granted them by their Firmaund, and several Husbulhookums, of carrying on their trade, by means of their own Dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting in the article of salt, on which a duty of two and a half per cent. is to be levied on the Rowana or Hughley market price.

ARTICLE VI.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be

* No. XII.

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A.D. 1765 Nudjum ul Dowla.

collected by my Fouzdar, for the use of my officers; and I will suffer no other persons to make purchases of this article in that country.

ARTICLE VII.

In the Chuckla of Silhet, for the space of five years, commencing with the Bengal year 1171, my Fouzdar and a Gomastah, on the part of the Company, shall jointly provide Chunam, of which each shall defray half the expence, and half the Chunam, so made, shall be given to the Company.

ARTICLE VIII.

Although I should occasionally remove to other places in the provinces, I agree that the books of the Sircar shall be always kept, and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my government. And wherever I am, I consent that an English gentleman shall reside with me, to transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta, to negotiate with the Governor and Council.

ARTICLE IX.

I will cause the Rupees coined in Calcutta to pass, in every respect, equal to the Siccas of Moorshedabad, without any deduction of Batta; and whosoever shall demand Batta shall be punished. The annual loss on coinage, by the fall of Batta on the issuing of the new Siccas, is a very heavy grievance to the country; and after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

ARTICLE X.

I will allow no Europeans whatever to be entertained in my service; and if there already be any, they shall be immediately dismissed.

ARTICLE XI.

The Kistbundee, for payment of the restitution to the sufferers in the late troubles, as executed by my father, I will see faithfully paid. No delays shall be made in this business.

ARTICLE XII.

I confirm and will abide by the Treaty which my father formerly made with the Dutch.

ARTICLE XIII.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, or hold lands, Zemindarries, &c.; but they shall pay tribute, and carry on their trade as in former times.

ARTICLE

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ARTICLE XIV. A.D. 1765 Nudjum ul Dowla.

Some regulations shall be hereafter settled between us, for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country.

In testimony whereof, We, the said Governor and Council, have set our hands, and affixed the seal of the Company, to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

(A true copy)

W. MAJENDIE, *Secretary.*

Mem. This Treaty was executed by the President and Council of Fort William, on the 20th of February, 1765, and by the Nabob, on the 25th of the same month.

No. XVI.

FIRMAUND *from the* King Shah Aalum, *granting the* Dewannee *of* Bengal, Bahar, *and* Orissa, *to the* Company, 1765.

A.D. 1765 The Mogul.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that whereas, in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them the Dewannee of the provinces of Bengal, Bahar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172,* as a free gift and Ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewannee, which used to be paid by the court. It is requisite, that the said Company engage to be security for the sum of twenty-six lacks of Rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum ul Dowla Behauder, and regularly remit the same to the Royal Sircar; and in this case, as the said Company are obliged to keep up a large army for the protection of the provinces of Bengal, &c. we have granted to them whatsoever may remain out of the revenues of the said provinces,

 after

* *Mem.* This, and the four following Firmaunds, appear to be dated the same day, and were to take place from the same period as No. IV. and V., in the Fort St. George Grants.

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A.D. 1765
The Mogul.

after remitting the sum of twenty-six lacks of Rupees to the royal Sircar, and providing for the expences of the Nizamut. It is requisite that our royal descendants, the Viziers the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewannee, the managers of the business of the Sultanut, the Jaghiredars and Croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismission or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewannee and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos,
the 12th of August, 1765.

Contents *of the* Zimmun.

Agreeable to the paper which has received our Sign Manual our royal commands are issued, that in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them the Dewannee of the provinces of Bengal, Bahar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and Ultumgau, without the association of any other person, and with an exemption from the customs of the Dewannee, which used to be paid to the court, on condition of their being security for the sum of twenty-six lacks of Rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum ul Dowla Behauder; and after remitting the royal revenue, and providing for the expences of the Nizamut, whatsoever may remain we have granted to the said Company.

The Dewannee of the Province of Bengal.
The Dewannee of the Province of Bahar.
The Dewannee of the Province of Orissa.

No. XVII.

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No. XVII.

FIRMAUND *from the* King Shah Aalum, *for the* Dewannee *of the* *Province of* Bengal, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued: that in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriours, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them as a free gift and Ultumgau, agreeably to the Zimmun, from the beginning of Rubbi Tuccacooy-ul of the Bengal year 1172, the office of the Dewannee of the Khalsa Shereefa of the province of Bengal (the paradise of the earth) with the conditional Jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewannee, the managers of the business of the Sultanut, the Jaghiredars and Croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewannee and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

A.D. 1765. The Mogul.

Written the 24th of Sophar, of the 6th year of Jaloos,
the 12th of August, 1765.

CONTENTS *of the* Zimmun.

Agreeably to the paper which has received our Sign Manual, we have granted the office of the Dewannee of the Khalsa Shereefa of the province of Bengal (the paradise of the earth) with the conditional Jaghire thereof, as a free gift and Ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriours, our faithful servants

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A.D. 1765 The Mogul. servants and sincere well-wishers, worthy of our royal favours, the English Company, without the association of any other person, from the beginning of the Rubbi Tuccacooy-ul of the Bengal year 1172.

Fort William, September 30, 1765.

(A true Copy)

Alex. Campbell, S. S. C.

No. XVIII.

Firmaund *from the* King Shah Aalum, *for the* Dewannee *of the Province of* Bahar, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriours, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them as a free gift and Ultumgau, agreeably to the Zimmun, from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewannee of the Khalsa Shereefa of the province of Bahar, with the conditional Jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewannee, the managers of the business of the Sultanut, the Jaghiredars and Croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismission or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewannee and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos,
the 12th of August 1765.

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CONTENTS *of the* Zimmun.

Agreeably to the paper which has received our Sign Manual, we have granted the office of the Dewannee of the Khalsa Shereefa of the province of Bahar, with the conditional Jaghire thereof, as a free gift and Ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriours, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, without the association of any other person, from the beginning of the Rubby Tuccaooy-ul of the Bengal year 1172. A.D. 1765 The Mogul.

Fort William, September 30th, 1765.

(A true Copy)

ALEX. CAMPBELL, S. S. C.

No. XIX.

FIRMAUND *from the* King Shah Aalum, *for the* Dewannee *of the Province of* Orissa, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriours, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, we have granted them as a free gift and Ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewannee of the Khalsa Shereefa of the province of Orissa, with the conditional Jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewannee, the managers of the business of the Sultanut, the Jaghiredars and Croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismission or removal,

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A.D. 1765 The Mogul. removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewannee and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August, 1765.

CONTENTS *of the* Zimmun.

Agreeably to the paper which has received our Sign Manual, we have granted the office of the Dewannee of the Khalsa Shereefa of the province of Orissa, with the conditional Jaghire thereof, as a free gift and Ultumgau, to the high and mighty, the noblest of exalted nobles, the chief illustrious warriours, our faithful servants and sincere well-wishers, worthy of our royal favours, the English Company, without the association of any other person, from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172.

Fort William, September 30th, 1765.

(A true Copy)

ALEX. CAMPBELL, S.S.C.

No. XX.

FIRMAUND *from the* King Shah Aalum, *confirming the Grants of* Burdwan, *and the Rest of the* Company's *Possessions in* Bengal, *to them*, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the twenty-four Purgunnahs of Calcutta, &c. (the Zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers,

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wishers, worthy of our royal favours, the English Company) which were granted to the said Company in the time of Meer Mahomed Cossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and Ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers the bestowers of dignity, the Omrahs high in rank, the great officers, the Muttaseddees of the Dewannee, the managers of the business of the Sultanut, the Jaghiredars and Croories, as well the future as the present, using their constant endeavours for the establishment of this our royal command, leave the said districts and Purgunnahs in possession of the said Company from generation to generation, for ever and ever. Looking upon them to be insured from dismission or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

A.D. 1765
The Mogul.

Written the 24th of Sophar, of the 6th year of the Jaloos,
the 12th of August, 1765

Contents *of the* Zimmud.

Agreeably to the paper which has received our Sign Manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also twenty-four Purgunnahs of Calcutta, &c. (the Zemindarry of the English Company) which were granted to the said Company in the time of Meer Mahomed Cossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and Ultumgau, without the association of any other person.

Chuckla of Burdwan,
Chuckla of Midnapore,
Chuckla of Chittagong.

The twenty-four Purgunnahs of Calcutta, &c. (the Zemindarry of the English Company).

Fort William, September 30th, 1765.

(A true Copy)

Alex. Campbell, S. S. C.

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No. XXI.

TREATY *between the* Nabob Shujah ul Dowla, *the* Nabob Nudjum ul Dowla, *and the* English Company, *executed at* Illiabad, *the 16th of August*, 1765.

(Sealed and approved of by the King.)

A.D. 1765
Shujah ul Dowla, and Nudjum ul Dowla.

Whereas the Right Honourable Robert Lord Clive, Baron Clive, of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the settlements belonging to the United Company of Merchants of England trading to the East-Indies, in the provinces of Bengal, Bahar, and Orissa; and John Carnac, Esq. Brigadier General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment; are invested with full and ample powers, on the behalf of his Excellency, the Nabob Nudjum ul Dowla, Soubahdar of Bengal, Bahar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East-Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with his Highness, the Nabob Shujah ul Dowla, Vizier of the Empire: Be it known, to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following Articles with his Highness.

ARTICLE I.

A perpetual and universal peace, sincere friendship, and firm union, shall be established between his Highness, Shujah ul Dowla, and his heirs, on the one part, and his Excellency, Nudjum ul Dowla, and the English East-India Company, on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions, and their subjects, this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever; and every thing shall be carefully avoided, which might hereafter prejudice the union now happily established.

ARTICLE II.

In case the dominions of his Highness, Shujah ul Dowla, shall at any time hereafter be attacked, his Excellency, Nudjum ul Dowla, and the English Company, shall assist him

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him with a part or whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: And if the dominions of his Excellency, Nudjum ul Dowla, or the English Company, shall be attacked, his Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in his Highness's service, the extraordinary expence of the same is to be defrayed by him.

A.D. 1765. Shujah ul Dowla, and Nudjum ul Dowla.

ARTICLE III.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English, whatever Europeans may, in future, desert from them into his country.

ARTICLE IV.

The King Shah Aalum shall remain in full possession of Cora, and such part of the province of Illiabad as he now possesses, which are ceded to his Majesty, as a royal demesne, for the support of his dignity and expences.

ARTICLE V.

His Highness, Shujah ul Dowla, engages, in the most solemn manner, to continue Bulwant Sing in the Zemindarries of Benares, Gauzepoor, and all those districts he possessed, at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE VI.

In consideration of the great expence incurred by the English Company in carrying on the late war, his Highness agrees to pay them (60) fifty lacks of Rupees, in the following manner, *viz.* (12) twelve lacks in money, and a deposit of jewels to the amount of (8) eight lacks, upon the signing of this Treaty, (5) five lacks one month after, and the remaining (25) twenty-five lacks by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE VII.

It being firmly resolved to restore to his Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the Grant of the same from the King to the English Company, it is therefore agreed, that they shall be ceded to his Highness in manner following, *viz.* They shall remain in the hands of the English Company, with their revenues, till the expiration of the agreement between Bulwant Sing and the Company, being on the 27th of November next; after which his Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated, until the 6th Aricle of this Treaty be fully complied with.

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A.D. 1765

Shujah ul Dowla, and Nudjum ul Dowla.

ARTICLE VIII.

His Highness shall allow the English Company to carry on a trade duty free, throughout the whole of his dominions.

ARTICLE IX.

All the relations and subjects of his Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE X.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of his Highness; excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King, in the city of Illiabad, if his Majesty should require a force for that purpose.

ARTICLE XI.

His Highness the Nabob Shujah ul Dowla, his Excellency the Nabob Nudjum ul Dowla, and the English Company, promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting Parties, at Illiabad, the 16th day of August, in the year of our Lord 1765, in the Presence of us,

EDMUND MASKELYNE,
ARCHIBALD SWINTON,
GEORGE VANSITTART.

CLIVE, (LS)

JOHN CARNAC, (LS)

Shujah and (LS) *ul Dowla's Seal Ratification.*

MIRZA COSSIM KHAN,
RAJAH SHITABROY,
MEER MUSHALA.

Fort William, September 30th, 1765.

(A true Copy)

ALEX. CAMPBELL, S. S. C.

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No. XXII.

Articles *of* Agreement *between the* King Shah Aalum *and the* Company.

A.D. 1765 — The Mogul.

The Nabob Nudjum ul Dowla agrees to pay his Majesty, out of the revenues of Bengal, Bahar, and Orissa, the sum of twenty-six lacks of Rupees a year, without any deduction for Batta on bills of exchange, by regular monthly payments, amounting to Rupees 2,16,666 10 9 per month; the first payment to commence from the 1st of September of the present year: and the English Company, in consideration of his Majesty's having been graciously pleased to grant them the Dewannee of Bengal, &c. do engage themselves to be security for the regular payment of the same. It shall be paid month by month, from the factory at Patna, to Rajah Shitabroy, or whomsoever his Majesty may think proper to nominate, that it may be forwarded by him to the court. But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy, a deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained.

In consideration of Nudjuf Khan's having joined the English forces, and acted in his Majesty's service in the late war, his Majesty will be graciously pleased to allow him the sum of two lacks of Rupees a year, to be paid by equal monthly payments; the first payment to commence from the 1st of September of the present year: and in default thereof, the English Company, who are guarantees for the same, will make it good, out of the revenues allotted to his Majesty from the territories of Bengal. If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance.

Dated the 19th of August, 1765.

Fort William, September 30th, 1765.

(A true Copy)

Alex. Campbell, S. S. C.

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No. XXIII.

Agreement *between the* Nabob Nudjum ul Dowla *and the* Company.

A.D. 1765 Nudjum ul Dowla.

The King having been graciously pleased to grant to the English Company the Dewannee of Bengal, Bahar, and Orissa, with the revenues thereof, as a free gift, for ever, on certain conditions, whereof one is, that there shall be a sufficient allowance out of the said revenues for supporting the expences of the Nizamut: Be it known to all whom it may concern, that I do agree to accept of the annual sum of Sicca Rupees 53,86,131 9, as an adequate allowance for the support of the Nizamut, which is to be regularly paid as follows, *viz.* the sum of Rupees 17,78,854 1, for all my household expences, servants, &c. and the remaining sum of Rupees 36,07,277 8, for the maintenance of such horse, Seapoys, Peons, Bercundasses, &c. as may be thought necessary for my Sewaury, and the support of my dignity only, should such an expence hereafter be found necessary to be kept up; but on no account ever to exceed that amount. And having a perfect reliance on Maeen ul Dowla, I desire he may have the disbursing of the above sum of Rupees 36,07,277 8, for the purposes before-mentioned, This agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Fort William, September 30th, 1765.

(A true Copy)

Alex. Campbell, S. S. C.

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*** The following Papers, No. 1 to 4, are the Grants for Lord Clive's Jaghire, and the Sunnuds for the Reversion of the Jaghire to the Company.

A.D. 1765
Lord Clive's Jaghire.

No. 1.

Sunnud *for* Colonel Clive's Munsub.

HIS MAJESTY.

On the 25th day of Rabbi-ul-Sauni, it was again carried before the high and sacred Presence.

On Saturday the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy reign, and the 1171st year of the Hegira,* in the Ressalla of the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributer of life in the councils of state, to whom the most secret recesses of the mysteries of government are discovered; the master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameers

* A.D. 1751.

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A.D. 1765

Lord Clive's Jaghire.

Ameers of the greatest splendor; the trust of the zealous champions of the faith; the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; councellor of enlighted wisdom and exalted dignity; adorned with friendship and honours; endowed with dignity and discretion; pillar of the dominions of Solomon; the distributer of glory; Buxey of the empire; Ameer of Ameers; hero of the empire; tiger of the country; Mahomed Ahmud Khan; the brave; tiger of war; the commander in chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

It was presented again.

And in the time of the Waka Nagarree of the least of the domestics, of the court of glory and majesty Sooklaal:

This was written: The command of (above) was passed, that Colonel Clive, an European, be favoured with a Munsub of the rank of 6000 and 5000 horse, and the title of "Flower of the Empire, defender of the country, the brave, firm in war." This was entered the 10th day of Rabbi-ul-Sauni, in the 4th year, according to the original Yaddasht.

Form of the Signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, &c. be it entered in the Waka.

According to the account sent by the Vizier of the empire, administrator of all affairs, taken from the account under the seal of Rampursaud, Vackeel of the Nazim of Bengal.

6000 rank.
5000 horse.

After the manner of the Waka it is concluded.

Written on the day above-mentioned of the Sauni moon of the glorious happy reign.

Sun

A.D. 1765
Lord Clive's Jaghire.

The Copy of this Sunnud was entered in the Books of the Waka Nagarree, on the 14th of Rabbi ul Sauni, in the 4th year of his Majesty's Reign.

Sun 1171. The Servant of Aalum Geer, the Warlike King, whose Glory is equal to that of Jumshud, mighty in War, the Flower of the Country, Chief of the Forces, the Glory of Victory, the Tiger of Hind, Mahomed Admud Khan, the Brave, Tiger of War, Buxey of the Empire, Ameer of Ameers, The Tiger of the Country. Sun 4th.

Entered in the Dewan's Office, on the 25th of Rabbi ul Sauni, in the 4th year of his Majesty's Reign.

Sun 1167. The Slave of Aalum Geer, Warlike King, Sooklaal, Sun the First.

The Copy of this Sunnud was sent to the Office of the Waka Nagarree, on the 14th of Rabbi ul Sauni, in the 4th year of his Majesty's Reign.

The Slave of Aalum Geer, the Warlike King, the Flower of the Country, Brave in War, the Glory of Wealth, Zechara Khan Behauder. 4th Sun of Reign.

Entered in the Annals of the Chancery, on the 19th of Rabbi ul Sauni, in the 4th year of his Majesty's Reign.

No. 2.

Perwannah *from the* **Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahaubut Jung,** *to the Honorable* **President** *and* **Council** *of* **Calcutta.**

A.D. 1765

Lord Clive's Jaghire.

Be it known to the Council of the noblest of Merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honoured with a Munsub of the rank of six thousand and five thousand horse, from the Imperial Court, and has exerted himself, in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompence thereof the Purgunnah of Calcutta, &c. belonging to the Chuckla of Hughley, &c. of the Sircar Sautgaum, &c. dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight Sicca Rupees, and something more, conferred on the English Company by the Dewannee Sunnud as their Zemindarry, commencing from the month Poos, in the eleven hundred and sixty-fourth year of the Bengal style. From the half of the season Rebbee Sooskanneel, in the 1165th year of the Bengal style, is appointed the Jaghire of the glory of the nobility aforesaid. It behoves you to look upon the above person as the lawful Jaghiredar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the Kistbundee, into the treasury of the court and the Jaghire, taking a receipt under the seal of the Droga and Mushruf and Treasurer, now, in like manner, you are regularly to deliver to the afore-mentioned Jaghiredar, the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the 1st of Zeckaida, 6th Sun of the Reign.*

[*The Nabob's Mark.*]

ENDORSEMENTS.

* About the 13th July, 1759.

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A.D. 1765
Lord Clive's Jaghire.

ENDORSMENTS.

It has passed.
N. B. (the Royroyan's signing.)

D.

Copied in the books of the Dewannee, the 1st of the Mohurrun, the 6th year of the Reign.

N. B. (Signed by the Dewannee Secretary, Peshkar, or Accountant.)

H.

Entered in the books of Huzzoor, the 1st of Mohurrun, the 6th Sun of the Reign.

N. B. (Signed by the Nabob's Moonshee.)

Explanation *of* Terms *used in* Colonel Clive's Perwannah *for his* Jaghire.

Dewannee. The Dewan is the King's agent for the collection of his revenues.

Huzzoor, Literally the *Presence;* applied, by way of eminence, to the Nabob's Court.

Jaghire, Lands assigned by the King for the maintenance of a Munsubdar. In contradistinction to the Khalsa, it signifies the revenues appropriated to the use of the Soubahdar and his family.

Khalsa Shereefa, The office in which all the King's accounts are passed.

Kistbundee. A contract for the acquittance of a debt, by stated payments.

Munsub, A dignity.

Perwannah, A warrant, or a letter from any person in a superior station to a dependant.

Rebbe. The year in all public registers is divided into two seasons; the one called Kherief, which comprehends the months of Assin, Cartic, Aghun, Poos, Maug, Phagûn; the other Cheit, Bysaac, Jute, Assar, Jawn, Saween, Bhaudun. The latter half of the season Rebbe commences the 1st of the month Assar, or the 12th of June, from which time the Jaghire takes place.

Sooskaneel. I have not had time to inform myself of the exact meaning of this word, but believe it to be the name of the present year; the registers of this empire accounting a perpetual revolution of twelve years, each of which is differently named.

I 2 No. 2.

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No. 3.

SUNNUD *from the* Nabob, *for the Reversion in Perpetuity of* Lord Clive's Jaghire *to the* Company.

A.D. 1765
Lord Clive's Jaghire.

Be it known to the Counsellers and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Purgunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. in the province of Bengal:

The sum of 2,22,958 Sicca Rupees and odd, agreeable to the Dewannee Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the province, has been appointed from the aforesaid Purgunnahs, belonging to the Chuckla of Hughley, &c. in the Sircar of Sautgaum, &c. the Zemindarry of the English Company, as an unconditional Jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder. Now, likewise, the said Purgunnahs are confirmed, as an unconditional Jaghire, to the high and mighty aforesaid, from the 16th of May, of the 1764th year of Christ (answering to the 14th of Zeckaida, of the 1177th Year of the Hegira) to the 16th of May, of the 1774th year of Christ (answering to the 8th of Rabbi ul Awel, of the 1188th year of the Hegira) being ten years, of which one year is expired, and there are nine to come, they shall appertain, as an unconditional Jaghire, to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional Jaghire and perpetual gift, to the Company; and if (which God forbid) the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the aforementioned term, and after him the Company aforesaid, as unconditional Jaghiredars, and regularly pay them the revenues of the aforesaid Purgunnahs.

Written the 23d of June, 1765, answering to the 3d of Mohurrun, of the 1179th year of the Hegira.

E. STEPHENSON,
Provisional Secretary.

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No. 4.

Firmaund *from the* King Shah Aalum, *confirming the Reversion in Perpetuity of* Lord Clive's Jaghire *to the* Company.

Whereas a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.* "The sum of 2,22,958 Sicca Rupees and "odd agreeably to the Dewannee Sunnud, and the Sunnud of the high and mighty Shujah "ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, has been ap- "pointed from the Purgunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. in the "province of Bengal (the paradise of the earth) the Zemindarry of the English Com- "pany, as an unconditional Jaghire, to the high and mighty Zubdut ul Mulck, Nasseer "ul Dowla, Lord Clive, Behauder: Now, likewise, the said Purgunnahs are confirmed, "as an unconditional Jaghire, to the high and mighty aforesaid, from the 16th of May, "of the 1764th year of the Christian style (answering to the 14th of Zeckaida, of the "1177th year of the Hegira) to the expiration of ten years, they shall appertain, as an "unconditional Jaghire, to the high and mighty aforesaid; and after the expiration of "this term, to revert to the Company, as an unconditional Jaghire; and if the high and "mighty aforesaid should die within the said term, they shall revert to the Company "immediately upon his death." And whereas the said Sunnud has met with our approbation, at this happy time, therefore our royal Firmaund, indispensably requiring obedience, is issued, that in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said Jaghire stand confirmed, agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Musarries, and all other inhabitants of the Purgunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. regard the high and mighty aforesaid, during the before-mentioned term, and after him the Company aforesaid, as unconditional Jaghiredars, and regularly pay them the revenues of the said Purgunnahs.

A.D. 1765
Lord Clive's Jaghire.

Written the 24th of Sophar, in the 6th year of the Jaloos, the 12th of August, 1765.

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CONTENTS *of the* Zimmun.

A.D. 1765

Lord Clive's Jaghire.

Agreeably to the paper which has received our Sign Manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd, has been appointed from the Purgunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. the Zemindarry of the English Company, as an unconditional Jaghire to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewannee Sunnud, and the Sunnud of the Nazim of the province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Purgunnahs, for the space of ten years, commencing from the 16th of May, of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Purgunnahs to them, after the expiration of the aforesaid term, as an unconditional Jaghire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Purgunnahs are to revert immediately to the English Company.

Fort William, September 30th, 1765.

(A true Copy)

ALEXANDER CAMPBELL, S. S. C.

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No. XXIV.

ARTICLES *of a* TREATY *and Agreement concluded between the* Governor *and* Council *of* Fort William, *on the Part of the* English East-India Company, *and the* Nabob Syef ul Dowla, 1766.

On the Part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef ul Dowla, the Soubahdarry of the provinces of Bengal, Bahar, and Orissa, and to support him therein, with the Company's forces, against all his enemies. A.D. 1766 Syef ul Dowla.

On the Part of the Nabob.

ARTICLE I.

The treaty which my Father formerly concluded with the Company, upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of the Governor and Council, as his own, and that entered into with my Brother, Nabob Nazim ul Dowla, the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE II.

The King has been graciously pleased to grant unto the English East-India Company the Dewanneeship of Bengal, Bahar, and Orissá, as a free gift, for ever; and I having an entire confidence in them, and in their servants, settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honour, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honour and interest, and that of the Company, in the best manner, agree, that the protecting the provinces of Bengal, Bahar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,66,610 9; and to me, Syef ul Dowla, the annual stipend of Rupees 41,86,131 9; *viz.* the sum of Rupees 17,78,854 1, for my house, servants, and other expences indispensably necessary;

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A.D. 1766 Syef ul Dowla.

sary; and the remaining sum of 24,07,277 8, for the support of such Seapoys, Peons, and Bercundasses, as may be thought proper for my Asswarry only; but on no account ever to exceed that amount.

ARTICLE III.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the provinces, and invested with the management of affairs, in conjunction with Mah Rajah Doolubram and Juggat Seat, shall continue in the same post, and with the same authority; and having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of 24,07,277 8, for the purposes above-mentioned.

This agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19th day of May, in the year of our Lord 1766.

(Signed) W. B. Sumner,
Harry Verelst,
Randolph Marriott,
Hugh Watts,
Claud Russell,
William Aldersey,
Thomas Kelsell,
Charles Floyer.

No. XXV.

Treaty *between the* Company *and the* Vizier Shujah ul Dowla, 1768.

A.D. 1768 Shujah ul Dowla.

Whereas unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence, formerly established between his Highness, the Nabob Shujah ul Dowla, Vizier of the empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, in behalf of the deceased Nabob Nudjum ul Dowla, late Soubahdar of Bengal, Bahar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq. President and Governor

Governor of Fort William, and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with his Highness aforesaid; and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with his Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, in behalf of his Excellency, the Nabob Syef ul Dowla, Soubahdar of Bengal, Bahar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and article by article; and his Highness, the Nabob Shujah ul Dowla aforesaid, doth likewise renew and confirm the said Treaty: and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted, as an explanatory clause, in the said Treaty: It is, by the advice and consent of the President and Council aforesaid, agreed, that his Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether Seapoys, Cavalry, Peons, Artillery-men, Rocket-men, or troops of any denomination whatever. Of this number ten thousand are to be Cavalry; ten battalions of Seapoys, including Soubahdars, Jemidars, Havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the Artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be cloathed, armed, or disciplined, after the manner of the English Seapoys or Nujib regiment: and his Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell, engage, in behalf his Excellency, the Nabob Syef ul Dowla, and the English Company aforesaid, that whilst his Highness, Shujah ul Dowla aforesaid, and his successors, shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon; and both parties shall consider this agreement as firm and binding. His Highness, aforesaid, shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell, upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

A.D. 1768 — Shujah ul Dowla.

(Signed) John Cartier,
Richard Smith,
Claud Russell.

 Signed,

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A.D. 1768 — Shujah ul Dowla.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting Parties, at Benares, the 29th day of November, in the year of our Lord, 1768, in the presence of us,

(Signed) Gabriel Harper,
C. W. Boughton,
W. M. Coxe.

(L.S.)

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

Written the 19th of the month Rajib, the year of the Hegira 1182, which answers to the 29th of November, 1768.

The Company's Seal.

No. XXVI.

(Signed) E. Baber, *Secretary.*

Articles *of a* Treaty *and Agreement between the* Governor *and* Council *of* Fort William, *on the Part of the* English East-India Company, *and the* Nabob Mebarek ul Dowla, 1770.

On the Part of the Company.

A.D. 1770 — Mebarek ul Dowla.

We, the Governor and Council, do engage to secure to the Nabob Mebarek ul Dowla, the Soubahdarry of the provinces of Bengal, Bahar, and Orissa, and to support him therein, with the Company's forces, against all his enemies.

On the Part of the Nabob.

ARTICLE I.

The Treaty which my Father formerly concluded with the Company, upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of the Governor and Council, as his own, and that entered into with my Brothers, the Nabobs Nazim ul Dowla and Syef ul Dowla, the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

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ARTICLE II.

The King has been graciously pleased to grant unto the English East-India Company the Dewanneeship of Bengal, Bahar, and Orissa, as a free gift, for ever: and I having an entire confidence in them, and in their servants, settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honour, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honour and interest, and that of the Company, in the best manner, agree, that the protecting the provinces of Bengal, Bahar, and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees two lacks sixteen thousand six hundred and sixty-six, ten Annas, and nine Pice, (Rupees 2,16,666 10 9), and to me, Mebarek ul Dowla, the annual stipend of Rupees thirty-one lacks eighty-one thousand nine hundred and ninety-one, nine Annas, (31,81,991 9) *viz.* the sum of Rupees fifteen lacks eighty-one thousand nine hundred and ninety-one, nine Annas, (15,81,991 9) for my house, servants, and other expences indispensably necessary, and the remaining sum of Rupees sixteen lacks (Rupees 16,00,000), for the support of such Seapoys, Peons, and Bercundasses, as may be thought proper for my Asswarry only; but on no account ever to exceed that amount.

ARTICLE III.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the provinces, and invested with the management of affairs, in conjunction with Mah Rajah Doolubram and Juggat Seat, shall continue in the same post, and with the same authority; and having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of Rupees sixteen lacks, for the purposes above-mentioned.

This agreement (by the blessing of God) shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord 1770.

(Signed) John Cartier,
Richard Becher,
William Aldersey,
Claud Russell,
Charles Floyer,
John Reed,
Francis Hare,
Joseph Jekyll,
Thomas Lane,
Richard Barwell.

(A true Copy)

(Signed) W. Wynne, *Secretary.*

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No. XXVII.

Treaty *with* Sujah ul Dowla, 1773.

A.D. 1773
Sujah ul Dowla.

The Vizier of the Empire, Asuph Jah Sujah ul Mulk, the Nabob Sujah ul Dowlah, Aboo ul Munsoor Cawn, Behauder, Sifdar Jung, Sippah Salah, on the one part; and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander in Chief of the Forces of the English Company, in the Provinces of Bengal, Bahar, and Orissa, for and in the name of the English Company, on the other part; do agree on the following articles:

ARTICLE I.

Whereas, in the Treaty concluded at Allahabad, the 16th August, 1765, between the Vizier and the Company, it is expressed, that the districts of Corah and Allahabad were given to His Majesty for his expences; and whereas His Majesty has abandoned the possession of the aforesaid districts, and even given a Sunnud for Corah and Currah to the Marattas, to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company, from whom he received them: it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following conditions; and that, in the same manner as the province of Oude, and the other dominions of the Vizier, are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall, by no means, and under no pretence, be liable to any obstructions in the aforsaid countries from the Company and English Chiefs; and exclusive of the money now stipulated, no mention or requisition shall, by any means, be made to him for any thing else on this account. This agreement shall be observed by all the English Chiefs, Gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

Conditions, viz.

He shall pay to the Company fifty lacks (50,00,000) of Sicca Rupees, according to the currency of the province of Oude, as follows; *viz.*

In ready money - - - - - -	Sicca Rupees	20,00,0000
In two years after the date hereof, *viz.*		
The first year - - - - - - -	15,00,000	
The second year - - - - - - -	15,00,000	
		30,00,000
	Sicca Rupees	50,00,000

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A.D. 1773
Sujah ul Dowla.

ARTICLE II.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expences of the Company's troops that may march to his assistance :

It is agreed, That the expence of a brigade shall be computed at two lacks ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the province of Oude. By a brigade is meant as follows, *viz.*

2 Battalions of Europeans,
6 Battalions of Sepoys,
1 Company of Artillery.

The expences of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the province of Bahar; and, exclusive of the above mentioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expences in the like manner.

Signed, sealed, and solemly sworn to by the contracting parties, at Benares, this 7th day of September, in the year of our Lord 1773, in the presence of us,

(Signed) JOHN STEWART,
WILLIAM REDFEARN.

TRANSLATION *of the new* Cowlnama, *or Agreement, given by the* Nabob Sujah ul Dowla *to* Rajah Cheyt Sing.

The affairs of the Zemindarry and Tahud of the Sircar of Benares, and Sircar Chunarah, and of the Mehals of Juanpoor, Bejeypoor, Buddohy, Suknesegurrah, Mulboos Khans, Sircar Gazeypoor, Likinderpoor, Kereed Shadey-abad, Joppeh Serinch, &c.

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A.D. 1773 Sujah ul Dowla.

&c. which were under the charge of Rajah Bulwund Sing, deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the Nankar and half of the Jaghire of Buddehoy, you monthly and annually pay into the treasury of the Sircar the established and stated payments. By the favor of God, whatever is promotive of your honor shall be performed, and exclusive of the Jumma specified in the Cabooleat of the present Fussully year 1178, no increase shall ever hereafter be demanded; and if you remain firm and steady in your obedience, and in the payment of your rents, no harm shall, by any means, happen to your Ryots or country. By the word of God, and of the holy Koran, and of the blessed Imaums, this agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from. Dated this 18th day of the moon Jemmady-ul-sami, in the year 1177 Hygera, answering to the 6th September, 1773, English style.

A true Translation,

(Signed) WILLIAM REDFEARN.
Pn. Tr.

TRANSLATION *of the* Pottah *given by the* Nabob Sujah ul Dowla *to* Rajah Cheyt Sing.

The Sircar of Benares and Chunarah, and the Mehals of the Sircar of Juanpoor, &c. including land-rents and Syer-duties, and Havely Mahomed-abad (Benares), Mulboos Khans, Pergunnah Booder, &c. Talook of Sekinra Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddoky Luknesegur, Bejeypoor, Sircar Gazepoor, Pergunnah Sikinderpoor, Khereed Shadeyabad, and Joppeh Serinch, &c. land-rents and Syer duties included; after deducting the Dustoor Dewanny, Nankar, half of the Jaghire of Buddohy, and the other exempted Jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your Cabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cum Sunna Rupees 22,48,449, Assel and Ezafa, as specified underneath, clear of all expences of Sehbundy. It is necessary that you pay the above sum to the Sircar, according to the stated and established Kists, year by year; and by the favor of God, there shall never be any deviation from this agreement.

Particulars,

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A.D. 1773
Sujah ul Dowla.

Particulars, viz.

Paid by Rajah Bulwand Sing, as follows:

Benares - - - - - - - - -	12,00,607	
Buddohy - - - - - - - - -	1,30,000	
Lucknesegur - - - - - - -	16,000	
Bejeypoor - - - - - - - - -	2,00,000	
Gazepoor - - - - - - - - -	5,00,000	
Shadeyabad - - - - - - - -	40,000	
		20,86,607
Deduct Nanker, half of the Jaghire of Buddohy, and Altemgah, &c. - - - - - - - -		88,158
Net revenue paid by Rajah Bulwant Sing - - - - -		19,98,449
Increase settled with Rajah Cheyt Sing - - - - - -		2,50,000
Net revenue to be paid by Rajah Cheyt Sing - - - - -		22,48,449

Dated the 27th of Rejub, in the year of the Hygera 1184.

A true Translation,

(*Signed*) Wm. Redfearn,
Pn. Tr.

From the Governor *to* Rajah Cheyt Sing.

At this time, the Vizier of the Empire having given you an agreement, under his hand and seal, which I have countersigned, and also affixed my seal to, it is necessary that, conformably thereto, and according to the treaty concluded at Allahabad by Lord Clive and the Vizier, respecting Rajah Bulwant Sing, your deceased Father, you with the greatest cheerfulness pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the agreements aforementioned there shall never be any breach or deviation.

A true Translation,

(*Signed*) Wm. Redfearn,
Pn. Tr.

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No. XXVIII.

Copy *of a* Treaty, *under the Hands and Seals of the* Nabob Sujah ul Dowla Bahadur *and* Colonel Champion, 1774.

A.D. 1774
Sujah ul Dowla.

A friendship having been entered into between me and Fyzulah Khan, I have agreed to give him the country of Rampore, and some other districts dependent thereon, producing altogether an annual revenue of 14,75,000 Rupees; and I have stipulated, that Fyzulah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written engagement, that I will, at all times, and on all occasions, support the honor and character of Fyzulah Khan, and will promote his interest and advantage, to the utmost of my power, upon the following conditions. That Fyzulah Khan shall enter into no connection with any person but myself, and that he shall hold no correspondence with any person, except the English chiefs. That he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzulah Khan shall send two or three thousand men, according to his ability, to join my forces: and if I march in person, Fyzulah Khan shall himself accompany me with his troops. And if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them. Upon the performance of these conditions, I have agreed to give the said countries, at the afore-mentioned revenue, to Fyzulah Khan, and to promote his interest and advantage, to the utmost of my power.

If Fyzulah Khan fulfil the articles of this treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and his Prophet to witness to the performance of these articles.

Colonel Champion's Seal.	Rajâb, 1188.*	The Vizier's Seal.

* October, 1774.

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No. XXIX.

COPY *of a* TREATY, *under the Hands and Seals of* Fyzulah Khan *and* Colonel Champion, 1774.

A friendship having taken place between the Nabob Vizier ul Mulk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and his Prophet to witness to what I engage, That I will always, whilst I live, continue in submission and obedience to the Nabob Vizier. That I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more. That with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces. That I will have no connection with any person but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted. That whatever the Nabob Vizier directs, I will execute; and that I will, at all times, and on all occasions, both in adversity and prosperity, continue his firm associate. A.D. 1774 Fyzulah Khan.

I have sworn on the holy Koran, calling God and his Prophet to witness to the performance of these articles: may God and his Prophet punish me, if I act contrary to them.

Seal of Colonel Champion.	Rajâb, 1188.*	Seal of Fyzulah Khan.

* October, 1774.

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No. XXX.

Translation *of the proposed Articles of the* **Treaty** *with the* Nabob Ausuf-ul-Dowlah, 1775.

A.D. 1775 Ausuf-ul-Dowlah.

The Nabob Ausuf-ul-Dowlah, Icayaa Cawn, Bahauder, Hozebbus Jung, on the one part, and the Honorable Warren Hastings, Esq. Governor General, and the Members of the Supreme Council of Fort William, for and in the name of the English East-India Company, on the other part; agree to the following articles:

ARTICLE I.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowlah and the English East-India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not, for any cause or under any pretence, encourage the Ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and every thing shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

ARTICLE II.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Soubahdar of Bengal, and Sumro the murderer of the English; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them up to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company. That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the Perwannah of the English Company. The Europeans of every nation, in the service of the said Nabob, are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans, and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

ARTICLE III.

If the King should write any thing relative to the affairs of the Nabob Ausuf-ul-Dowlah to the English Serdars, they will attend to the satisfaction, advantage, and inclination

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inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowlah, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

A.D. 1775
Ausuf-ul-Dowlah.

ARTICLE IV.

The countries of Corah and Allahabad shall always and for ever remain in the possession of the Nabob Ausuf-ul-Dowlah, on the same footing as the Subah of Oude; and they shall, on no account, in the future, be disturbed by the English, nor will they ever request a Dam or Derrum, or any thing from the said countries. The English Serdars engage to defend the Soubah of Oude at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE V.

The said Nabob, for the defence of his country, as above specified, declares that he has given up, of his own free will and accord, unto the English Company, all the districts dependent on the Rajah Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity. That the English Company shall, after one month and a half from the date of this treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*

Sircar Benares,	The districts of Juanpore,
Sircar Chumah,	Bijehpore Bahdore,
Suktessgur,	Mulboss Kawss,

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeride, Shaay, Abad, Toppa, Surchchur, &c. as formerly; the Mint and Cutwally of Benares.

ARTICLE VI.

The Nabob Ausuf-ul-Dowlah, for the aid and assistance of the English troops, when stationed with him, shall pay monthly, from the date of this treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oude Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of Batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.* Two battalions, or one regiment of Europeans, one company of artillery, and six battalions of Seapoys.

The aforesaid Nabob shall, whenever the English troops pass the boundaries of the Company's provinces, at his request, pay the stipulated sum monthly, from that time until their return to the abovesaid boundaries.

ARTICLE

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A.D. 1775
Ausuf-ul-Dowlah.

ARTICLE VII.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company, for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowlah, they will never vary or depart from them. They will not, in any respect or manner, make requests of any thing new, contrary to the tenor of this treaty.

The parties mutually swear, according to their respective faiths, to abide by these engagements. Dated the 20th of Rubby-ut-Ewut, 1189 of the Hygera, or the 21st of May, 1775.

A true Translation,

(*Signed*) JOHN BRISTOW.
Resident at the Court of the Nabob of Oude.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee," in the list of districts, was omitted, which I have inserted.

(*Signed*) J. H. D'OYLY.
Actg. Pn. Tr.

TRANSLATION *of* AGREEMENT *under the Seal of His Excellency the* Nabob Ausuf-ul-Dowlah.

In case of any persons having any demands, or having received Tuncaws on Rajah Cheit Sing, or on the districts under him, agreeable to my orders, such demands, or Tuncaws, do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty in perpetuity of the said districts, under the said Rajah, without incumbrances, delays, dues, debts, Tuncaws, &c. I wholly give up to the English Company, at the expiration of one month and an half.

Dated

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Dated the 20th of Rubby-ut-Ewut, 1189 of the Hygera, or the 21st of May, 1775. A.D. 1775 Ausuf-ut-Dowlah.

A true Translation,

(*Signed*) John Bristow,
Resident at the Court of the Nabob of Oude.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(*Signed*) J. H. D'Oyly,
Pn. Tr.

Translation *of an* Agreement *under the Seal of His Excellency the* Nabob Ausuf-ul-Dowlah.

The balance due to the English Company, on account of the countries of Corah and Allahabad, Rohilcund, and the Tuncaw for the troops, according to the engagements of the late Nabob Sujah-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ut-Ewut, 1189 of the Hygera, or the 21st of May, 1775.

A true Translation,

(*Signed*) John Bristow,
Resident at the Court of the Nabob of Oude.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(*Signed*) J. H. D'Oyly,
Act. Pn. Tr.

Considered the proposed articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowlah.

Approved the 1st Article,
Ditto the 2d,
Ditto the 3d,
Ditto the 4th,
Ditto the 5th,
Ditto the 6th,
Ditto the 7th.

Ordered,

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A.D. 1775 Ausuf-ul-Dowlah.

Ordered, That the treaty be compared with the Persian copy; and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other engagements taken by Mr. Bristow from the Nabob.

No. XXXI.

Treaty *between the Honorable the* English East-India Company *and the* Maratta State, 1776.

Poorundah, 1st day of March, 1776.

A.D. 1776 The Marattas.

Whereas differences have arisen amongst the Chiefs of the Maratta State, and the Government of Bombay having taken a part therein, by sending forces into the Maratta dominions, which the Honorable the Governor-General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined, accordingly, to enter into such measures as may most effectually contribute to so desirable an end. They have, for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant Colonel John Upton, in the service of the Honorable the English East-India Company, to conclude a peace between the Government of Bombay and the Maratta State. And Colonel Upton having, accordingly, arrived at Poorunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccarem Pundet and Ballajee Pundet, on the part of the Peshwa, Row Pundet Purdhan, and all the Maratta Chiefs, and the following are the Articles of Convention which they have engaged into:

ARTICLE I.

Peace shall be established and take place from this day between the Honorable the English East-India Company in general, and the Government of Bombay in particular; and Row Pundet Purdhan, and his ministers, Siccaram Bapoo and Ballajee Pundet, on the part of all the Marattas; and the following articles are to be observed inviolably by both Parties.

ARTICLE II.

The Peace is to be forthwith proclaimed between the Honorable Company and the Maratta State, at the Presidency of Bombay, and at all its dependencies, at the head of the English

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English troops encamped at Mandavie, and in every part of the Guzerat province where there are British subjects. The Maratta Government will also order proclamations to be made throughout all their dominions. A.D. 1776 The Marattas.

ARTICLE III.

The Peshwa, Row Pundet Purdhan, and his Ministers, being desirous of having Salsette and the small islands subdued by the English in this war, restored to them, do offer to give in exchange a country of three lacks of Rupees, with its Chout, &c. in the neighbourhood of Broach. Colonel Upton having declared, that he could not restore the said islands, it is therefore agreed, that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Marattas will then give up all right and title to the said islands; should the Governor-General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peshwa.

ARTICLE IV.

The Marattas do agree to give to the English Company, for ever, all right and title to their entire share of the city and Pergunnah of Broach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of Chout, or any other demand whatever; so that the English Company shall possess it without participation or claim of any kind.

ARTICLE V.

The Marattas do agree, (by way of friendship) to give for ever to the English Company, a country of three complete lacks of Rupees, near or adjoining to Broach, on which there is to be no claim of Chout, or any other demand whatsoever. Two persons on the part of the Company, and two persons on the part of Row Pundet Purdhan, to proceed and determine the place and boundaries when the Peshwa will give the Sunnuds.

ARTICLE VI.

The Peshwa and Ministers agree to pay to the Company twelve lacks of Rupees, in part of the expences of the English army, in two payments, *viz.* six lacks within six months of the date of this treaty, and the other six lacks within two years of the same date.

ARTICLE VII.

The English do agree, that every part of the Guzerat country, ceded to the Company by Ragonaut Row, or taken possession of by them, shall be forthwith restored, with all the forts and towns thereunto belonging, except what is settled by this treaty. The country ceded to the English by Seagee, or Futty Sing Guicawar, shall also be restored, when

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A.D. 1776 The Marattas.

when it is proved by their letters, and copies of the Sunnuds granted by the former Peshwas, now in their (the Guicawars') hands, that they do not possess power or authority to make such cessions. The Purgunnahs of Chickley and Coral, with the town of Veriow, three villages of the Purgunnah of Chureassy, and the village of Batta Gang, are to continue as pledges in the possession of the English, 'till the Sunnuds for the country of three lacks are made over. All treaties and agreements subsisting between the English and Ragonaut Row are hereby annulled; and those of Sajee and Futty Sing Guicawars, are to be also annulled, when the abovementioned proofs are produced; and these treaties are to be destroyed in the presence of the Peshwa's Ministers when they come to hand.

ARTICLE VIII.

The English do agree, that the troops from the presidency of Bombay are to be marched immediately into their own garrisons and districts.

ARTICLE IX.

It is agreed, that Ragonaut Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Maratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Ragonaut Row, the four following excepted, *viz.* Abajee Mahadu, Noor Cawn Gardie, Toola Rutmutgar, and Kurrig Sing Chokydar, who, for crimes and misdemeanors committed against the state, are for ever banished the Maratta dominions.

ARTICLE X.

If Ragonaut Row refuses to disband his army, the English are to withdraw their forces, and are not to assist him.

ARTICLE XI.

The conditions of the ninth article being complied with, the Peshwa and Ministers then consent to establish a household for Ragonaut Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Ragonaut Row; also two hundred domestics, to be chosen by Ragonaut Row and paid by Government. They will also cause to be paid to Ragonaut Row, to defray his other expences, three lacks of Rupees per annum, by monthly payments, at the rate of twenty-five thousand Rupees per month; conditionally, that he resides at Cooper Gang, on the banks of the Gungha Gudoury. If, at any time, he may want to change his place of residence, application is to be made to the Peshwa, without whose permission such a change is not to take place; and he is not to cause any disturbance, or carry on improper correspondence with any person.

ARTICLE XII.

It is agreed, that no assistance is to be given by the English to Ragonaut Row, or to any subject or servant of the Peshwa's, that shall cause disturbances or rebellion in the Maratta dominions.

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ARTICLE XIII.

The Peshwa, Row Pundet Purdhan, and his Ministers, do declare, that the Chout of Bengal and its dependencies has, for time out of mind, been part of the Jaghire of the Bounsello, they therefore cannot withdraw it; but if the said Bounsello, or any of his descendants or successors, or any other person, cause disturbances, by claiming or demanding the Chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Maratta Chief, dependent on them or the Rajahship, to give them any assistance.

ARTICLE XIV.

It is agreed, that in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Maratta coast, every assistance shall be given by that Government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner, the English Company engage their assistance, should any Maratta ships or vessels be shipwrecked on any of their coasts.

ARTICLE XV.

The treaties between the Government of Bombay and the Marattas, dated July, 1739, and 12th October, 1756, are to be held and continued in as full force, as when they were first entered into; unless any article or articles of either of them should, in other manner, be provided for by this treaty: in such case, such article or articles are to be rejected, and those of this treaty abided by.

ARTICLE XVI.

All other treaties or agreements subsisting between the Government of Bombay and the Maratta Government, not having undergone alteration, or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE XVII.

It is agreed, that if Ragonaut Row has lodged any jewels belonging to the Peshwa, Row Pundet Purdhan, in the hands of the English, they are to be restored, on the obligation being complied with for which they were lodged.

ARTICLE XVIII.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty, from the dates of the respective Sunnuds or grants, and are therein, accordingly, to exercise their own laws and authorities. And the Marattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Maratta dominions.

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A.D. 1776
The Marattas.

ARTICLE XIX.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Maratta Government by the English, it is agreed, that both parties shall commence to collect the revenues thereof, from the day on which they are delivered, and no demand of collection for any past time shall be made.

ARTICLE XX.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Maratta Government; and a copy shall be sent to Calcutta, to be signed and sealed by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peshwa.

(Signed) J. UPTON.

A Translation,
(Signed) AR. M'PHERSON,
Persian Interpreter.

The Signature of BALLAJEE PUNDET.
The Signature of SICCAREM PUNDET.

[Here it is dated.]

Received the following Letter from Colonel Upton.

GENTLEMEN,

It has been agreed between the Governor-General and the Peshwa, and his Ministers, that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties.

I have the honor to be,
Gentlemen, with respect,
Your most obedient humble servant,

Poorunder,
26th May, 1776.

J. UPTON.

The 13th and 17th articles are omitted entirely; the 14th article therefore becomes the 13th, and so on, and the 18th article becomes the 16th, and so on.

The concluding words of the 7th article; "and these Treaties are to be destroyed in the presence of the Peshwa's Ministers, when they come to hand,"—are also omitted.

Additiona

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Additional Clause.

A.D. 1776 — The Marattas.

Whereas it is declared, by the third article of the foregoing Treaty, that "the Peshwa, "Row Pundit Purdhan, and his Ministers, being desirous of having Salsette and the "small islands subdued by the English in the late war, restored to them, do offer to give "in exchange a country of three lacks of Rupees, with its Chout, &c. in the neighbour-"hood of Broach;" and further that, "if the Governor-General and Council of Fort "William do not restore them, they shall continue in the possession of the English, "and the said Peshwa Row Pundit Purdhan, and his Ministers, will then give up all "right and title to the said islands:"

The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands: and the said islands are, accordingly, to remain for ever in the possession of the English, by virtue of the present Treaty.

J. Upton.

Poorunder,
22d May, 1776.

No. XXXII.

Translation *of the* Sunnud *granted to* Rajah Cheyt Sing, *for the* Zemindary *of* Gauzypore, Benares, *&c.* 1776.

A.D. 1776 — Cheyt Sing.

Be it known to the Mutsuddies in office, present and to come, Canongoes, Mukudums, Ryots, Cultivators, to all the inhabitants and people resident and belonging to Sircar Benares, Gauzypore, and Chunara, in the Soubah of Allahabad; that whereas, by virtue of a treaty with the Nabob Asoph ul Dowla, concluded on the 20th of Rubby-ut-Ewut, 1189 Hygera, or 21st of May, 1775, the Government and Sovereignty of the Sircars above-mentioned has been ceded to the Honourable East-India Company, from the 4th of Jummady ul Aul, 1189 Hygera, or 4th July, 1775: the said East-India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the Zemindary, Aumeeny, and Foujedarry of the said Sircars, agreeably to the Zemmun, together with the Cutwallies of Juanpore and Benares, and the mint of Benares, from the said date. Whatever gold and silver shall be coined in the mint, the said Rajah shall coin conformably to his Muchulka. He is not to be, in the smallest particular, remiss in

the

A.D. 1776
Cheyt Sing.

the observation and execution of the several duties incumbent on him. He is to behave with moderation and kindness to the Ryots and people; to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so effectually punishing the disturbers of the peace, that no trace of them may be seen: and he is to pay a tribute of 23,40,249 Benares Muchlidar Rupees, or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Muchlidar Rupees, each Rupee to weigh ten Massa, and to contain two Ruttee and two Chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his Kists and Muchulka,* by monthly payments, at Calcutta. In consideration of which, he shall be allowed a deduction of two per cent., amounting in all to Sicca Rupees 44,434..14..5, account Hindowunny, which being deducted, the net amount is 22,21,745..1..7 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is, by no means, to collect the prohibited Abwaub of the Durgah of his Majesty. This Sunnud being granted, is to remain in force, and *all former Sunnuds to become null and void.*† You, the Mutusuddies and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the Zemindary, Aumeeny, and Foujedarry of the above Sircars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly. Written on the 25th of Suffer, 17th Sun, or 15th April, 1776.

Signed by the Governor General and Council.

The Zemun.

The office of the Zemindary of Sircar Benares, Gauzypore, Chundara, the Cutwaly, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder; also the Aumeeny and Foujedarry.

Mohals,

* The word "Muchulka" having been objected to by the Rajah, was omitted.

† The words "all former Sunnuds to become null and void," were omitted.

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Mohals, 19, *viz.*

Sircar Benares, Chundara, Sircar Gauzypore; Mohals of Juanpore, comprehending Maul and Duties, Havily, Mahomed, Abad, Benares; the Lans Daums, or for supplying cloathing to the King; Pergunna Bhadury; the Talook of Sukramrow in Chundar, Suktegar, Bidgepoor, Sekunderpore, Thireed; Shady-Abad, Tuppa Seringa; the Cutwally and Duties of Benares free; ditto ditto of Juanpore ditto; the Mohal of the Mint of Benares ditto; the Benares Mukeemi, or brokerage; the Sungurizz-euru, or stone-weighing of Benares, and the other Mohals; Yautesaundby, or office of Mutesaub of Benares.

Copy *of a* Pottah *granted to* Cheyt Sing.

This Pottah, containing the under-written stipulations, is granted unto Rajah Cheyt Sing, Behauder;

Sircar Benares, Gauzypore, Chunar, and the Mohals of Sircar of Juanpore comprehending the Maul and Duties, Havily, Mahomed, Abad, Benares; the Khausdums in Pergunnah Bhaudry; Talook of Sunkeramow in Pergunnah Chunara; Suktesgurra, Bijeepoor, Sircar Gauzepore, Pergunnah Sekunderpore, Khureed, Shady Abad, Putna, Sircunjea, including the Cutwally Duties of Juanpore and Benares; the Mint of Benares; the Mokeemy, Yatisaub, and stone-weighing, both Maul and Duties; and the Dewanny Dustoor, excepting the Nancar of half the Jaghire of Bhaudry, the exempted Jaghire and Ayma, which have been inserted for a length of time in the accounts as deductions; all the Articles of the Tahud are settled upon you from the 4th January, ul Awal, 1189 Hygera, or the 4th July, 1775, English, at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten Masa each, and not containing a greater portion of alloy than two Rutties and two Berinjee, agreeable to your Muchulka and Cabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the Hindooaun, or exchange, allowed you at the rate of two per cent. is Rupees 44,434..14..5; which being deducted, the net sum will be 22,21,745..1..15 Sicca Rupees of Calcutta. This you are to pay, without the least deduction or depreciation whatever, in the course of each year, by monthly payments, agreeable to your separate Kisbundie. This you are to pay without any allowance for Seebundee. You will remit the money to Calcutta, without fail, conformably to the said Kisbundie.

Particulars

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A.D. 1776
Cheyt Sing.

Particulars of the Tribute, viz.

Former Cabooleat - - - - - - - - - Rupees				20,86,607	0	0
Deduct:						
Nancar - - - - - - - Rupees	9,800	0	0			
Exempted lands - - - - - - -	8,000	0	0			
Maaffy, fourt part, and Syry Sicca - - -	2,358	0	0			
Half Jaghire of Bhadway - - - - -	67,500	0	0			
Atamgau of Mussumaut Narad Bano - - -	500	0	0			
				88,158	0	0
				19,98,449	0	0
Add:						
Nuzzerana - - - - - - -	90,000	0	0			
Tuppa - - - - - - - - -	34,207	12	0			
Nukume, &c. - - - - - - - -	1,800	0	0			
				1,26,007	12	0
Increase:						
Total - - - - - - - -	2,50,000	0	0			
Deduct - - - - - - - - -	34,207	12	0			
				2,15,792	4	0
Benares Rupees - - - - - - - - - - -				23,40,249	0	0
Batta to reduce them into Siccas - - - - - - -				74,069	0	0
Remain Sicca Rupees - - - - - - - - - -				22,66,180	0	0
Deduct Hindooaurin - - - - - - - - - -				44,434	14	5
Remains net amount in Siccas - - - - - - - -				22,21,745	1	15

Written on the 26th of Suffer, 17th year, or 15th April, 1776.

No. XXXIII.

DRAUGHT *of a* TREATY *proposed between the* Company *and* Maha Rajah Luckindar, Behauder, Ranah of Gohud.

A.D. 1779
Ranah of Gohud.

ARTICLES *of* AGREEMENT *made and concluded at* Fort William, *in* Bengal, *between the Honorable the* Governor-General and Council for the Affairs of the Honorable English East

East-India Company, *on Behalf of the said* Company, *on the one Part; and* Maha Rajah Luckindar Behauder, Ranah *of* Gohud, *for himself and his Successors, on the other Part; viz.*

ARTICLE I.

Perpetual friendship shall take place between the English Company and Maha Rajah Luckindar Behauder, and their successors; and an alliance be established between them, for the prosecution of the objects herein after mentioned.

ARTICLE II.

Whenever a war shall actually take place between the contracting parties and the Marattas, if Maha Rajah Luckindar Behauder shall require the assistance of an English force from the Company, for the defence of his country, or for the acquisition of territory, such a force, proportioned to the exigency of the service, shall be immediately sent, on his requisition made in writing to the Commanding Officer of the nearest station of the Company's troops, shall remain with him as long as he shall require it, and return when he shall dismiss it. The expences thereof shall be defrayed by the Maha Rajah, at the fixed monthly rate of twenty thousand Muchlidar Rupees, of the currency of Benares, or any other species of Rupees of the same intrinsic amount, for each battalion of Seapoys, on its present establishment, with its proportion of artillery. The payment to commence on the day when the said force shall pass the borders of the Company's dominions, or the dominions of the Nabob of Oude, and cease on the period stipulated for its return to either; four Coss being allowed for each day's march.

ARTICLE III.

This force shall be employed for the defence of the Maha Rajah's dominions against all foreign or domestic enemies, and for the enlargement of his dominions by conquest on the Marattas.

ARTICLE IV.

Whatever countries shall be acquired from the Marattas, in pursuance of this treaty, by the troops of the Company or of the Maha Rajah, separately or in conjunction, whether by war or treaty, except the fifty-six Mahals which constitute the Maha Rajah's Jaghire, and which are not now in the possession of the Marattas, shall be shared in the following proportions, *viz.* nine Annas to the Company and seven Annas to the Maha Rajah. The mean amount of the gross revenue of the whole shall be ascertained by Aumeens, chosen by each party, on the collections made in the ten preceding years: and the amount of the Company's share, as determined by the said Aumeens, after deducting the charges of collection which are customary in such countries, shall be fixed and paid by the Maha Rajah, as a perpetual tribute to the Company; and the lands and forts shall be ceded to the Maha Rajah.

ARTICLE

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A.D. 1779

Ranah of Gohud.

ARTICLE V.

In case it shall be judged advisable to employ the combined forces of the Company and the Maha Rajah in any hostile operations against the Marattas, beyond the borders of the Maha Rajah's dominions, on requisition made to him in writing from this Government, he shall furnish ten thousand horse for such service; and each party shall bear his own separate expence: and if, upon the return of the English forces towards their own borders, the Maha Rajah shall have occasion for their services, and shall make a requisition to retain them, from the instant of such requisition he shall pay their charge, in the same manner as stipulated in the second article. But it shall not be required of the Maha Rajah, nor be in the power of this Government, to detach or employ his troops beyond the furthest borders of Eogein and Indoon, without his special consent.

ARTICLE VI.

Whenever the English forces are employed for the defence of the Maha Rajah's country, or for the acquisition of territory, the service to be performed shall be prescribed by himself; but the mode of executing it shall be left to the direction of the officer commanding the English troops.

ARTICLE VII.

Whenever the combined troops of the Company and the Maha Rajah shall be employed in any remote operations, the Commanding Officer of the English forces shall consult the Rajah upon all services to be performed; but the ultimate decision, in case of a difference of opinion, and the mode of conducting such services, shall be left entirely to the Commanding Officer of the English forces, with a reservation of the Maha Rajah's complete authority over his own troops.

ARTICLE VIII.

Whenever peace shall be concluded between the Company and the Maratta State, the Maha Rajah shall be included as a party in the Treaty, which shall be made for that purpose; and his present possessions, together with the fort of Gualior, which of old belongs to the family of the Maha Rajah, if it shall be then in his possession, and such countries as he shall have acquired in the course of the war, and which it shall then be stipulated to leave in his hands, shall be guaranteed to him by such Treaty.

ARTICLE IX.

No English factory shall be established in the dominions of the Maha Rajah. No persons, of any denomination, shall be sent into his dominions on the part of the English Company, or with the licence of the Governor-General and Council, without his previous consent: neither shall his Ryots be pressed for any military service, nor any authority exercised over them but his own.

Signed, sealed, and concluded, at Fort William, this 2d day of December, in the year of our Lord 1779.

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No. XXXIV.

Copy *of the* Agreement *concluded by the* Governor-General *with the* Vizier, *on the* 19*th of September,* 1781.

The Nabob Vizier ul Mummalic Asoph ul Dowlah, Asoph Jah Cawn Behauder, having repeatedly and urgently represented, that he is unable to support the expences of the temporary brigade, cavalry and English officers, with their battalions, as well as other gentlemen, who are now paid by him, under the denomination of Sebundy, &c. &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad ul Dowlah, Jelladit Jung Behauder, &c. &c. on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last of Ramzan, 1195 of the Hygera.

A.D. 1781

Asoph ul Dowlah.

ARTICLE I.

That the temporary brigade, and three regiments of cavalry, be no longer charged to the Nabob's account for the year Fussellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's Office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up with the addition of two months' allowances: the true meaning of this being, that no more troops be paid for by the Nabob, than the number of European artillery and Seapoys agreed for, under the title of one brigade, with the late Nabob Shujah ul Dowlah, now paid for at the rate of 2,60,000 Rupees per month; to which is now to be added one regiment of Seapoys of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rupees 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former treaty with the Nabob Vizier, deceased. And finally, that whenever the Nabob Vizier shall require a further aid of troops from the

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A.D. 1781 Asoph ul Dowlah. the Company, the pay and allowances shall commence from the day of their passing the Carumnassa: also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE II.

That as great distress has arisen to the Nabob's government from the military power and dominion of the Jaghiredars, he be permitted to resume such as he may find necessary; with a reserve for all such, for the amount of whose Jaghire the Company are guarantees, shall, in case of their resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE III.

That as Fyzoola Khan has, by his breach of treaty, forfeited the protection of the English government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by treaty, after deducting the amount and charges of the troops he stands engaged to furnish by treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE IV.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE V.

That the treaties made between the English and the Nabob Sujah ul Dowlah be ratified between the present parties, as far as may be consistent with the above written articles; and that no officers, troops, or others, be put upon the Nabob's establishment, exclusive of those herein stipulated,

(Signed) WARREN HASTINGS, (LS)

A true Copy,
(Signed) E. HAY,
Sub-Secretary to the Honorable Board.

COPY *of the* AGREEMENT *made by the* Vizier *with the* Governor-General.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier, without diminution or reserve, I must now repeat the request which I before verbally made to him, that

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that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone; that of the Company being no further concerned, than in the influence which they will eventually have, in the payment of the debt due from the Nabob to the Company. A.D. 1781 Asoph ul Dowlah.

I therefore recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend, that he receive into his private purse no more than a fixed monthly sum, for the expences of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed for the payment of the past debt and the current demands of the Company.

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

A true Copy,

(Signed) E. HAY,
Sub-Secretary to the Honorable Board.

No. XXXV.

COPY *of the* POTTAH *granted to* Rajah Mehipnarain, Behauder, *of* Benares, 1781.

Whereas the Sircar of Benares and Chunar, and the Mohals of the Sircar of Jawenpoor, both Maul and Sayer, and Havilee Mahomedabad Benares, and the Daums of A.D. 1781 Mehipnarain.

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A.D. 1781
Mehipnarain

of the Mulboos Khas, and the Pergunnah Bheddohee, and the Talook of Sungramow, dependent on the Pergunnah of Chunda and Sukteesghurr, and the Pergunnah of Cuntecl called Beejeypoor, and the Sircar of Gauzepoor, and the Pergunnah of Secunderpoor, and Khereed and Shadicabad, and Tuppee Serincha, with the Maul and Sayer, and Cootwalle of Jawenpoor, and the Mokeemee, and Jettisaub, and Sanguizinee of Benares, both Maul and Sayer, with the Dustoor Dewannee, besides half of the Jaghire of the Pergunnah Bheddohee, &c. and the Maafee to the Rozienodars, and other expences of the Hushoominhayre, conformable to your Cubboleeat, have been granted to you, from the beginning of the month of Assin, 1189 Fusselee, answering to the 14th September, 1781, at the agreement of forty lacks of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year; and from that amount, the sum of 6,66,666..10..10 (six lacks sixty-six thousand six hundred and sixty-six Sicca Rupees, ten Annas, and ten Gundas) for this year, which is 1189 Fusselee, on account of the devastations, &c. in the two months of disturbances having been remitted, the remaining account of the Maulwajib Maulguzarree of the Sicca being 33,33,333..5..10 (thirty-three lacks thirty-three thousand three hundred and thirty-three Rupees, five Annas, and ten Gundas) of Benares, Sicca coin, of due standard and weight, agreeably to the separate Kistbundee and Cubboleeat, which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expence of the Sebundee, and other expences, conformable to the Kists mentioned in them, pay duly as the Khezanna to the Sircar; and in the next year, the fixed and perpetual yearly amount Jumma of forty lacks of Sicca Rupees, which you have agreed to, and the Kistbundee of which also you have delivered, under your own seal, into the Dufter of the Sircar; conformably thereto, you will yearly discharge, as the Maulguzarree to the Sircar.——By the blessing of God, from this agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the Year 1189 *Fusselee.*

Conformably to the papers, - - - Rupees	49,06,002	12	0				
Increase to the advantage of the Sircar - - -	4,00,000	0	0				
					53,06,002	12	0
				Carried forward	53,06, 002	12	0

	Brought forward	35,06,002 12 0
Deduct the Jaghires, &c.		
Jaghire of Beneram Pundit - - - - -	25,000 0 0	
Ditto of Bandoo Khan - - - - -	2,000 0 0	
Ditto of Jaghernaut Surbadar - - - -	1,200 0 0	
Restored to the Rozunadars - - - -	33,296 0 0	
		61,496 0 0
		52,44,506 12 0
Deduct the expences of Mahals Amanee, &c.		
The expences of Mahals Amanee - - -	41,119 6 10	
Maafee Maumoulee - - - - - -	1,02,598 8 10	
		1,43,717 15 0
		51,00,788 13 0
Deduct the Mahal of Keiraghur, of which the Maulguzaree is appropriated to the Sircar of the Nawab Vizier Almamalek Behauder		1,98,046 14 0
		49,02,741 15 0
Deduct my Jaghire, &c. with those of my dependents.		
Half the Pergunnah of Bheddohee - - -	1,58,341 0 0	
The Pergunnah of Mahaiche - - - -	60,000 0 0	
The Pergunnah of Siedpoor - - - - -	54,000 0 0	
My salary, &c. and those of my dependents -	6,30,400 15 0	
		9,02,741 15 0
		40,00,000 0 0
Deduct the devastations, &c. of two months disturbances - - -		6,66,666 10 10
Balance, Benares Sicca Rupees - - - - - - - - -		33,33,333 5 10

From the year 1190 *Fusselee, a fixed and perpetual sum.*

Conformably to the former Bundobust - - - - - - -	33,33,333 5 10
Increase taken from the deductions on account of the devastations, &c. - - - - - - - - - -	6,66,666 10 10
Total, Benares Sicca Rupees - - - - - - - - - -	40,00,000 0 0

Dated the 1st of Assin, 1189 Fusselee,
answering to the 14th September, 1781.

(A true Copy)

(Signed) Ed. Colebrooke,
Pn. Tr.

(A true Copy)
(Signed) E. Hay,
Sub-Secretary to the Honorable Board.

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Cubbooleat *of* Rajah Mehipnarain, Behauder.

I, Rajah Mehipnarain, Behauder.

A.D. 1781 Mehipnarain

Whereas the Zemindary of the Sircar of Benares and Chunar, and the Mahals of the Sircar of Jawenpoor, both Maul and Sayer, and Haveelee Mahomedabad Benares, and the Daums of the Mulboos Khas, and the Pergunnah Bheddohee, and the Talook of Sungramow, dependent on the Pergunnah of Chanda, and Suktusgur and Conteet called Beedjeypoor, and the Sircar of Gauzepoor, and the Pergunnah of Seeunderpoor, and Kherud, and Shaaduabad, and Tuppee Seriniha, with the Maul and Sayer and Cootwallee of Jawenpoor, and the Mokeemee and Yettisaub, and Sangwozinee of Benares, and the entire Mahals, both Maul and Sayer, with the Dustoor Dewannee of the Soubah Illahabad, besides the Mahal of Keeraghur, of which the Maulguzzary is appropriated to the Sircar of the Nawab Vizier Almamemelek Asoph-ud-Dowlah, Behauder, and the Mahals of the Jaghires held by the Rozeenadars, and the expences agreeably to the Hushoomihayee, or account of deductions, has been given in perpetuity to me from the Honourable Company, at the fixed and perpetual yearly sum of forty lacks of Benares Sicca Rupees, of full weight and standard, I have agreed to it, of my own free and entire will; and of that amount, the sum of 6,66,666..10..10 (six lacks sixty-six thousand six hundred and sixty-six Rupees, ten Annas and ten Gundas) having been remitted and deducted on account of the devastations, &c. in the two months of disturbances for this year 1189 Fusselee, I have acknowledged, without hesitation, the remaining sum of 33,33,333..5..10 (thirty-three lacks thirty-three thousand three hundred and thirty-three Rupees, five Annas, and ten Gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Sircar for the said year; and having written and delivered under my seal, upon a separate paper, the Kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the Kistbundy, month by month, without excuse or delay, duly pay the Kheze Anna Aumera of the Sircar in the town of Benares; and at the end of the year I will take a receipt, and discharge the whole. And the Jumma of the next year, 1190 Fusselee, having been settled for the entire sum of forty lacks of Benares Siccas, as a perpetual and fixed sum for every year, that I also do include in this Cubbooleat, and engage that I will, without excuse or delay, agreeably to the Kists of the same, discharge, month by month, the Kheganna Aumera of the Sircar, and that I will without fail, pay the money of the Rozeenadars, &c. conformably to the Hushoomenhayee, and take a receipt for it; and that employing myself in the duties and affairs of my Zemindary, I will not neglect or be deficient in any one point of di-

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ligence and care, but I will behave with the greatest attention to the Ryots, and to all people of every rank; and I will exert my utmost abilities in the cultivation and population of the country, and the encrease of the revenues, so that it may improve daily: and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil doers, that not one of them shall remain within my Zemindary, and that no crimes and offences shall be heard of.

I have therefore, delivered these few lines, in the nature of a Cubbooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fussellee,
answering to the 14th September 1781.

A true Copy,
(*Signed*) ED. COLEBROOKE,
Persian Translator.

A true Copy,
(*Signed*) E. HAY,
Sub-Secretary to the Honorable Board.

AGREEMENT *of* Rajah Mehipnarain, Behauder, *for the Payment of the Arrears.*

Having been ordered from the Presence, to collect and pay the Sircar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year, I will pay to the Sircar.

A true Copy,
(*Signed*) ED. COLEBROORE,
Pn. Tr.

A true Copy,
(*Signed*) ED. HAY,
Sub-Secretary to the Honorable Board.

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The Requests *of* Rajah Mehipnarain, *to which he is hopeful that the* Governor-General's *Signature may be affixed.*

ARTICLE I.

A.D. 1781 Mehipnarain

Of the Mint and the Adaalet, &c. agreeably to the following list, whatever part shall be divided from my Bundobust, I hope that the receipts of that may be deducted in the Maulguzarree. 1, The Mint; 2, The Adaalet; 3, The Foujedarry; 4, The Cootwallee of Benares; 5, The Nekhas; 6, The Brokerage from Strangers; 7, The Falashe; 8, The Rumar Khana; 9, The Dustoor upon Rings.

Answer to Article I.

Of the Mint and Adaalet, &c. agreeably to the above list, whatever may be the average receipts for the five last years, shall be deducted in the Maulgauzarree; but for the tax upon strangers, which out of regard to the welfare of the people and the population of the country I have annulled, you shall have no deduction.

ARTICLE II.

Whatever may be granted from the Presence to the Zemindars, &c. for their support, I am hopeful may be deducted in the Maulguzarree.

Answer to Article II.

The former Zemindars and possessors who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any Zemindar, &c. shall be deducted in the Maulguzarree.

ARTICLE III.

Whatever may be the expences on account of commission of English gentlemen, &c. I am unable to supply them: on this point I request your orders.

Answer to Article III.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commissions.

ARTICLE IV.

The way that the Bundobust of affairs has been settled is well known to the Presence. In providing the Maulwajib of the Sircar, wherever I may see the means of making an increase of profit I will make the Bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

Answer

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ANSWER TO ARTICLE IV. A.D. 1781 Mehipnarain

Wherever you may see the means of making an increase of profit, you will make the Bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE V.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Sircar of Benares, &c. may be stationed agreeably to my request.

ANSWER TO ARTICLE V.

Wherever troops may be necessary they shall be stationed.

ARTICLE VI.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Sircar, I therefore represent, that whatever of the balances for the above year I can collect I will pay to the Sircar.

ANSWER TO ARTICLE VI.

Agreed.

A true Copy,

(Signed) E. HAY,

Sub-Secretary to the Honorable Board.

No. XXXVI.

TRANSLATION *of a Copy of the* TREATY *entered into by* Mobarus ul Moulk, Iftiker ul Dowla, Colonel Muir, Behauder, Mohabut Jung, *on the Part of the* English East-India Company; *and the* Maha Rajah Saheb Soubahdar, Madhee Row Sindia, Behauder, *on his Part*, 1781.

A.D. 1781 Madhee Sindia.

The Nawub, Amaud ul Dowla, Telledut Jung Hastings, Behauder, Governor-General of Bengal, &c. having obtained full authority from the Governor-General of Bengal, &c. grants full powers to Colonel Muir, above-named, to negociate a peace between Maha Rajah Saheb Soubahdar, Madhee Row Sindia, Behauder, and the English Company,

 in

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A.D. 1781
Madhee Sindia.

in such manner, that whatever shall be agreed to by the Colonel, on the part of the Company, the Governor-General and Council shall also agree to and confirm: Colonel Muir and the Maha Rajeh Saheb are both desirous of a peace, and have determined upon and agreed to a peace on the following conditions, *viz.*

First, That having mutually resolved upon a peace and firm alliance they shall respectively observe their agreements for ever.

Secondly, That within the term of eight days from the time of the confirmation of the treaty, they shall, at one time, march off their respective armies. Colonel Muir, with his, shall return towards the country of Nawaub Vizier ul Mulmalick, and the Maha Rajah, with his army, shall return to his own country.

Thirdly, That should it be deemed advisable, the Maha Rajah shall endeavour to effect a peace between the English and Hyder Ally Cawn; also a peace between the English and the Peshwa. Should this peace be effected, it is well; otherwise the English have the choice do as they shall judge proper, and the Maha Rajah shall not assist or oppose either party.

Fourthly, That whatever country of the Maha Rajah's shall have been taken possession of by the Company, on this side the Jumna, Colonel Muir shall restore; and the Maha Rajah shall agree not to molest or disturb the country of Lokindar, Ranna Chatter Sing, Behauder, Deleer Jung, nor the fort of Gualior, which is at present in his possession, so long as the Ranna Saheb observes his treaty with the English; nor the country of Mhy-put Rum Sing, Juggunder, Behauder, which is at present in the possession of the Ranna.

Fifthly, That the Maha Rajah shall bring Rajah Ram Chunder Rajah Chundery, and place him on the Raje, in the presence of the Colonel, and shall demand nothing of him. And whatever of his country (except that which shall have been in the possession of the Peshwa for a long time) has been taken from him by Raje Dhur Dewan, in rebellion, the Maha Rajah shall cause the said Dhur to restore, and he shall depose the said Dhur.

Confirmed, according to the above written conditions, with the seal and signature of Colonel Muir, on the part of the Company; and with the seal and signature of Maha Rajah Saheb Madho Row Sindia, on his own part, this 13th October, 1781, or 24th Shawal, 1195 Hygera.

A true Translation,

(*Signed*) G. F. Cherry,

Deputy Persian Translator.

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No. XXXVII.

TREATY *of* PEACE *with the* Marattas, 1782.

TREATY *of perpetual* FRIENDSHIP *and* ALLIANCE *between the Honorable the* English East-India Company *and the* Peshwa Madhoo Row Pundit Purdhan, *settled by* Mr. David Anderson, *on the Part of the Honorable* Company, *in Virtue of the Powers delegated to him for that Purpose by the Honorable the* Governor General *and* Council, *appointed by the King and Parliament of* Great-Britain *to direct and controul all political Affairs of the Honorable* English East-India Company *in* India; *and by* Maha Rajah Soubahdar Madhoo Row Sindia, *as Plenipotentiary on the Part of the* Peshwa Madhoo Row Pundit Purdhan, Ballajee Pundit Nana Furnavese, *and the Whole of the Chiefs of the* Maratta *Nation, agreeably to the following Articles, which shall be ever binding on their Heirs and Successors, and the Conditions of them to be invariably observed by both Parties.* A.D. 1782 The Marattas.

ARTICLE I.

It is stipulated and agreed to between the Honorable the English East-India Company and the Peshwa, through the mediation of Madhoo Row Sindia, that all countries, places, cities and forts, including Basseen, &c which have been taken from the Peshwa, during the war that has arisen since the treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peshwa; the territories, forts, cities, &c. to be restored, shall be delivered within the space of two months from the period when this treaty shall become complete (as herein after described), to such persons as the Peshwa, or his minister, Nana Furnavese, shall appoint.

ARTICLE II.

It is agreed between the English Company and the Peshwa, that Salsette and three other islands, *viz.* Elephanta, Corranja, and Hog, which are included in the treaty of Colonel Upton, shall continue for ever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peshwa.

ARTICLE III.

Whereas it was stipulated in the fourth article of the Treaty of Colonel Upton, " That the Peshwa, and all the Chiefs of the Maratta State, do agree to give the English " Company, for ever, all right and title to the city of Broach, as full and complete as

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A.D. 1782
The Marattas.

" ever they collected from the Moguls or otherwise, without retaining any claim of Chout, " or any other claims whatsoever, so that the English Company shall possess it without " participation or claim of any kind;" this article is accordingly continued in full force and effect.

ARTICLE IV.

The Peshwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lacks of Rupees, near Broach, the English do now, at the request of Madhoo Row Sindia, consent to relinquish their claim to the said country in favor of the Peshwa.

ARTICLE V.

The country which Seajee and Futty Sing Guickwar gave to the English, and which is mentioned in the seventh article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled, that if the said country be a part of the established territory of the Guickwar, it shall be restored to the Guickwar; and if it shall be a part of the Peshwa's territories, it shall be restored to the Peshwa.

ARTICLE VI.

The English engage, that having allowed Ragonaut Row a period of four months, from the time when this Treaty shall become complete, to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his expences: and the Peshwa, on his part, engages, that if Ragonaut Row will voluntarily, and of his own accord, repair to Maha Rajah Madhoo Sindia, and quietly reside with him, the sum of 25,000 Rupees per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peshwa, or any of his people.

ARTICLE VII.

The Honorable English East-India Company and the Peshwa being desirous that their respective allies shall be included in this peace, it is hereby mutually stipulated, that each party shall make peace with the allies of the other, in the manner herein-after specified.

ARTICLE VIII.

The territory which has long been the established Jagheer of Seajee Guickwar and Futty Sing Guickwar, that is to say, whatever territory Futty Sing Guickwar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futty Sing shall, from the date of this Treaty being complete, pay for the future to the Peshwa the tribute as usual, previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futty Sing by the Peshwa for the period that is past.

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A.D. 1782

The Marattas.

ARTICLE IX.

The Peshwa engages, that whereas the Nabob Hyder Ally Cawn having concluded a treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn. All prisoners, that have been taken on either side during the war, shall be released; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzam in the year 1180, being the date of his treaty with the Peshwa; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn, within six months after this Treaty being compleat. And the English, in such case, agree, that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peshwa, they will, in no respect, act hostilely towards him.

ARTICLE X.

The Peshwa engages, on his own behalf, as well as on behalf of his allies, the Nabob Nizam Alli Cawn, Ragojee Bousla Syna Saheb Soubah, and the Nabob Hyder Ally Cawn, that they shall, in every respect, maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah, Behauder, and the Nabob Mahomed Ally Cawn, Behauder, and shall, in no respect whatever, give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah, and the Nabob Mahomed Ally Cawn, that they shall, in every respect, maintain peace towards the Peshwa and his allies, the Nabob Nizam Ally Cawn, and Ragojee Bousla Syna Saheb: and the English further engage, on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the ninth article of this treaty.

ARTICLE XI.

The Honorable East-India Company and the Peshwa mutually agree, that the vessels of each shall afford no disturbance to the navigation of the vessels of the other: and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE XII.

The Peshwa and Chiefs of the Maratta State hereby agree, that the English shall enjoy the privilege of trade, as formerly, in the Maratta territories, and shall meet with no kind of interruption: and, in the same manner, the Honorable East-India Company agree, that the subjects of the Peshwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

ARTICLE

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A.D. 1782
The Marattas.

ARTICLE XIII.

The Peshwa hereby engages, that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependant on him, excepting only such as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations: and the English on their part agree that they will not afford assistance to any nation of Deccan or Indostan at enmity with the Peshwa.

ARTICLE XIV.

The English and the Peshwa mutually agree, that neither will afford any kind of assistance to the enemies of the other.

ARTICLE XV.

The Honorable the Governor-General and Council of Fort William engage, that they will not permit any of the Chiefs, Dependants, or Subjects of the English, the Gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner, the Peshwa Madhoo Row Pundit Purdhan engages, that none of the Chiefs or Subjects of the Maratta State shall act contrary to them.

ARTICLE XVI.

The Honorable East-India Company, and the Peshwa Madhoo Row Pundit Purdhan, having the fullest confidence in Maha Rajah Soubahdar Madhoo Row Sindia, Behauder, they have both requested the said Maha Rajah to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty: and the said Madhoo Row Sindia, from a regard to the welfare of both states, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maha Rajah will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

ARTICLE XVII.

It is hereby agreed, that whatever territories, forts, or cities, in Guzerat, were granted by Ragonaut Row to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the seventh article of the said Treaty, shall be restored, agreeable to the terms of the said article.

This Treaty, consisting of seventeen articles, is settled at Salbey, in the camp of Maha Rajah Soubahdar Madhoo Row Sindia, on the 4th of the month Jummad ul Saany, in the year 1197 of the Hygera, corresponding with the 17th of May, 1782, of the Christian Æra, by the said Maha Rajah and Mr. David Anderson. A copy hereof shall be sent by each of the abovenamed persons to their respective principals at Fort William and Poonah: and when both copies being returned, the one, under the seal of the Honorable East-

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East-India Company, and signature of the Honorable the Governor-General and Council of Fort William, shall be delivered to Maha Rajah Madhoo Row Sindia, Behauder; and the other, under the seal of the Peshwa Madhoo Row Pundit Purdhan, and the signature of Ballajee Pundit Nana Furnavese, shall be delivered to Mr. David Anderson; this treaty shall be deemed complete and ratified, and the articles herein contained shall become binding on both the contracting parties.

[*Written in the Maratta Character by Ragoo Bhow Dewan*] " In all seventeen articles, on the fourth of Jemmad ul Akher, or fifth of Jeyt Adeek in the Shukul Patteh, in the year 1182."

[*Subscribed in the Maratta Character by Mahdajee Sindia*] " Agreed to what is above-written in Persian."

(Signed) DAVID ANDERSON.

A true Translation,
JAMES ANDERSON,
Assistant to the Embassy.

Witnesses,
(Signed) JAMES ANDERSON,
W. BLAINE.

Ratified at Fort William, the 6th of June, 1782.

The Company's Seal.

(Signed) WARREN HASTINGS,
EDWARD WHEELER,
JOHN MACPHERSON.

(Signed) J. P. AURIOL,
Secretary.

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The following was added at the Time of the Ratification at Poonah, and the final Exchange at Gualiar.

A.D. 1782
The Marattas.

This treaty, consisting of seventeen articles, was ratified on the fifteenth of the month of Mohrummum ul Hirram, in the year 1196 of the Hygera, and shall be invariably and perpetually binding on both the contracting parties.

[*Subscribed in the hand-writing of Nana Furnavese*] " Done by me, Ballajee Jennardin, on the 15th of Mohurrum, in the year 1183."*

On the 21st of Rubbi ul Awul, in the year 1197 of the Hygera, the above written treaty, under the seals of the Peshwa and the signature of Ballajee Pundit Furnavese, was delivered near Gualiar to Mr. David Anderson; and a counterpart of the same, under the seal of the Company, and the signature of the Governor-General and Council of Fort William, was in like manner delivered to Maha Rajah Madajee Sindia, Behauder; by which exchange the said treaty is become complete, and from this date shall be binding on each of the contracting parties.

[*Subscribed in the hand-writing of Mahdajee Sindia*]
" 21st of Rubbi ul Awul."

A true Translation,
(Signed) CHARLES WILKINS.

The counterpart subscribed by Mr. David Anderson, 24th February, 1783.

N. B. The small seal of the Peshwa affixed to the joinings of the different sheets.

EXTRACT

* 20th December, 1782.

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EXTRACT *of* Bengal Secret Consultations, *the* 15*th March*, 1782.

A.D. 1782 The Marattas.

RESOLVED, That the Board assent to the two propositions made by Bow Bucksey to Mr. Anderson, upon the grounds of the Treaty, for the better preservation of the peace established with the Maratta Government; *viz.*

First, That the English and Maratta Governments do mutually agree not to afford refuge to any chiefs, merchants, or other persons, who shall hereafter fly for protection to either, from the territories of the other.

Secondly, That the eleventh article of the Treaty, concerning the intercourse of shipping, be explained to mean according to former custom (Monjib Sabuck Dustow).

RESOLVED, That the President and Council at Bombay be desired to restore to the Marattas, the guns and Rakelas taken in Basseen and Arnolla; but as it is, perhaps, impossible to ascertain the identical guns and stores so taken, or as some of them may probably have been lost or expended, that the spirit of this request be only attended to, and that Madajee Sindia be requested to consider this as a full compliance to his wishes in that instance, and assured it is our intention to comply with them, in the fullest possible extent, although it will not admit of a more positive declaration.

RESOLVED, and it is hereby declared, That all grants or obligations, heretofore made and now subsisting betwixt the English and Ragonaut Row, are now null and void; but this must not be construed to extend to any rights allowed by actual treaty.

EXTRACT *of* Bengal Secret Consultations, *the* 3*d June*, 1782.

ORDERED, That the following Sunnud, granting the right and title possessed by the Honorable Company to the city and Pergunnah of Broach (in the terms of the third article of the Treaty) to Madajee Sindia, be forthwith transmitted to Mr. Anderson.

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A.D. 1782 The Marattas.

Whereas it was stipulated, by the fourth article of the Treaty of Poorunder, dated 1st March, 1776, " That the Peshwa and Maratta State do agree to give to the English Company, for ever, all right and title to their entire share of the city and Pergunnah of " Broach, as full and complete as ever they collected from the Moguls or otherwise, " without retaining claim of Chout, or any other demand whatever, so that the English " Company shall possess it, without participation or claim of any kind." *And whereas* the said article is accordingly declared to be continued in full force and effect, by the third article of the treaty concluded at Salbey, the 17th of May, 1782:

We, the Governor-General and Council for the Affairs of the British Nation in India, do, of our own free will and accord, and on behalf of the Honorable Company, grant and make over unto the said Maha Rajah Soubahdar Madhoo Row Sindia, all right, title, and possession, in the said entire share of the city and Pergunnah of Broach, which the Honorable Company ever did or might hold, in testimony of the sense which we entertain of the generous conduct manifested by Maha Rajah Soubahdar Madhoo Row Sindia to the Government of Bombay at Worgaung, and of his humane treatment and release of the English Gentlemen, who had been delivered as hostages on that occasion.

EXTRACT *of* Bengal Secret Consultations, *the* 10*th July*, 1782.

AGREED, That both the Mogul and Maratta shares of the town and Pergunnah of Broach be ceded to Madajee Sindia, and that a new Sunnud, bearing the date of the former, be sent to Mr. Anderson, to be substituted in lieu thereof, according to the following form.

N. B. The amended Sunnud is not entered on the Records.

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No. XXXVIII.

AGREEMENT *with the* King of Queda *for the Cession of* Prince of Wales Island *in* 1786.

A.D. 1786 — King of Queda.

Conditions required by the King of Queda.

ARTICLE I.

That the Honorable Company shall be guardian of the seas; and whatever enemy may come to attack the King, shall be an enemy to the Honorable Company, and the expense shall be borne by the Honorable Company.

ARTICLE II.

All vessels, junks, prows, small and large, coming from either east or west, and bound to the port of Queda, shall not be stopped or hindered by the Honorable Company's Agent, but left to their own wills, either to buy and sell with us or with the Company, at Poolo Pinang, as they shall think proper.

ARTICLE III.

The articles, opium, tin, and rattans, being part of our revenue, are prohibited; and Qualla, Mooda, Pray and Krean, places where these articles are produced, being so near to Pinang, that when the Honorable Company's Resident remains there this prohibition will be constantly broke through, therefore it should end, and the Governor-General allow us our profits on these articles, viz. 30,000 Spanish Dollars every year.

Replies of the Governor General and Council, to the King of Queda's demands.

ARTICLE I. This Government will always keep an armed vessel stationed to guard the Island of Pinang, and the coast adjacent, belonging to the King of Queda.

ARTICLE II. All vessels, under every denomination, bound to the port of Queda, shall not be interrupted by the Honorable Company's Agent, or any person acting for the Company, or under their authority, but left entirely to their own free will, either to trade with the King of Queda, or with the Agents or subjects of the Honorable Company.

ARTICLE III. The Governor-General and Council, on the part of the English East-India Company, will take care that the King of Queda shall not be a sufferer, by an English settlement being formed on the Island of Pinang.

A.D. 1786
King of Queda.

ARTICLE IV.

In case the Honorable Company's Agent gives credit to any of the King's Relations, Ministers, Officers, or Ryotts, the Agent shall make no claim upon the King.

The Agent of the Honorable Company, or any person residing on the Island Pinang, under the Company's protection, shall not make claims upon the King of Queda, for debts incurred by the King's Relations, Ministers, Officers, or Ryotts; but the person having demands upon any of the King's subjects, shall have power to seize the persons and property of those indebted to them, according to the custom and usages of that country.

ARTICLE V.

Any man in this country, without exception, be it our son or brother, who shall become an enemy to us, shall then become an enemy to the Honorable Company; nor shall the Honorable Company's Agent protect them, without breach of this treaty, which is to remain while sun and moon endures.

All persons residing in the country belonging to the King of Queda, who shall become his enemies, or commit capital offences against the state, shall not be protected by the English.

ARTICLE VI.

If any enemy come to attack us by land, and we require assistance from the Honorable Company, of men, arms, or ammunition, the Honorable Company will supply us, at our expense.

This article will be referred for the orders of the English East-India Company, together with such parts of the King of Queda's requests as cannot be complied with previous to their consent being obtained.

No. XXXIX.

Treaty *with* Asoph-ul-Dowlah, Nabob of Oude, 1787.

A.D. 1787
Asoph-ul-Dowlah.

From Earl Cornwallis to the Vizier, written 15th April, 1787.

The treaty concluded between the English Company and the Nawaub Sujah ul Dowlah

From the Nawaub Vizier to Earl Cornwallis, received 21st July, 1787.

Your Lordship's friendly letter, every word of which breathes strength of friendship,

A.D. 1787

Asoph-ul-Dowlah.

lah was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual; for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's territories, and those of your Excellency, as the same, the protection of your Excellency's dominions is absolutely necessary, as from its situation, the boundary of the whole, it is more exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such circumstances as have, after mature reflection, occurred to me. With respect to the troops stationed at Futty Ghur, which had been withdrawn, as stipulated in the treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposâl upon a conviction, that from the extent of your Excellency's dominions, the English forces, now stationed there, are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient, no one will dare to entertain views of hostility against your Excellency.

ship, and every syllable contains a performance of the duties of intimacy and close connection, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's Government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

The Nawaub Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity, which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it, that it would require volumes to express a small share only. It is well known that, from the life time of the deceased Nawaub, until the day of his death, and the commencement of my administration, the friendship with the English Gentlemen has been perfect, strong, and sincere, and by the help of Providence will every day increase.

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lency. Although the bravery and discipline of the English troops, on all occasions, are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since, at all times, chance of war is doubtful, prudence and wisdom require, that every possible means should be used to determine it in our favor. Your Excellency must be sensible, that there is no comparison between the troops of the Company and those in your Excellency's service, and that, without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valor and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the additional expence of effective troops, where the object is the defence of the country: for this reason, I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expence attending the continuance of these effective troops. Your Excellency must also be sensible, that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits

At this time, that so great a chief, possessed of divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence, that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Futteghur, which your Lordship has written, with such greatness and magnanimity, that they may remain as herertefore, I have perfectly understood; notwithstanding, from the great weight of expense which my Government has experienced, every year, from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first, to procure your Lordship's good will, afterwards, that you will mention, from your great goodness and grandeur, which is universally known, and gives satisfaction and ease to my heart, that which will

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benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war, and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments, of the greatest weight, might be urged in support of my proposition; but such is my opinion of the force of those I have alledged, that I trust they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expence than that incurred by the Company, from their connection with your Excellency, and for the protection of your country, which, by the accounts, I find amounts to fifty lacks of Fyzabad sixteen Sum Sicca Rupees annually. In this sum are included the allowance to the Nawaub Saadet Ally Khan, the stipend of the Rohillas, and the expences of the Residency on the part of this Government; in short, it is my intention, from the date on which this new agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lacks of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expence from will tend to my prosperity and happiness, and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futtighur and Cawnpore, and to their expences, with the stipend of my Brother, Meer Saadet Ally Khan Behauder, the Tuncaws of the Rohillahs, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with his Majesty and Scindea, the expences of the Dawk, &c. which your Lordship has fixed fifty lacks annually for me to pay. Your Lordship has also said, that my expences should not exceed the sum of fifty lacks of Rupees, and that nothing further should be demanded of me; and that, whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lacks. I agree to this, and send the Kistbundy; and I am well convinced, also, that your Lordship will be kind and favorable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes, with respect to Furruckabad,

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from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain, as to the real meaning of this article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by encreasing or diminishing the cavalry or infantry, this article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's government, strict orders shall be sent to him, that he shall neither interfere himself, nor suffer interference, by public or private claims of exemptions of duties, or in any other mode, from any British subject or person, under the authority of this Government. In short, leaving the whole management of your country to your Excellency and your ministers, I will put a stop to the interference of others; and, in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or if demanded, Furruckabad, that it shall be and continue, as before, under me, and that the English Resident there, either now, or at the end of the year 1194 Fusseley, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nawaub Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nawaub Mozuffer Jung: and as the Nawaub's mother, and his brother, Dil Delere Khan, and Roy Deeb Chund, late Dewan, have shewn their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nawaub Mozuffer Jung. That it is well known, the enmity which the Nawaub bears towards them, and that, in consequence of the confidence of your Government placed on Dil Delere Khan, it is much to be feared, that unless he is protected, he will experience distress from the enmity of the Nawaub Mozuffer Jung; that I therefore cause to be paid to them a proper allowance, out of the amount paid to Mozuffer Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Delere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Delere Khan, the mother, and Roy Deeb Chund. Until the honor of an interview, I hope to be honored and made happy with friendly letters from your Lordship.

ENCLOSURE

demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions, and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance: that, for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government, and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice, and to disregard their applications; but as the connection between the two Governments is universally known, strict attention to justice, on your part, will add credit and renown to both.

With respect to Furruckabad, the fourth article of the Stipulation of Chunar shall be observed on my part, and the English Resident there, either now, or at the end of 1194 Fusillee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency, that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nawaub Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honorable maintenance of

ENCLOSURE.

Kistbundy, or instalment, for the Company's money, on account the expences of the troops stationed at Cawnpore, Futteghur, and Lucknow, the stipend of the Nawaub Saadet Ally Khan, the Rohillas, the expences of the Resident and other Gentlemen at Lucknow, the expences of the Dawk and the Gentlemen stationed with His Majesty and Scindea, from the month of March, 1787, to February, 1788, inclusive, under the seal of the Vizier.

March, 1787,		3,25,000
April		3,25,000
May		3,25,000
June		3,25,000
July		3,25,000
August:		
In Money	3,25,000	
In Drafts on Calcutta	5,00,000	8,25,000
September		3,25,000
October		3,25,000
November		3,25,000
December		3,25,000
January, 88,		3,25,000
February:		
In Money at Lucknow	3,25,000	
In Drafts on Calcutta	6,00,000	9,25,000
	Total	50,00,000

In

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of the Nawaub Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deep Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient, that some provision should be made for them, independant of Mozuffer Jung. It is well known, that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung, I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expence of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressedly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country. The Residency, the Nawaub Saadit Ally Khan, and the Rohillah Chiefs, on the date from which this new agreement shall be declared in force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The

In Specie	39,00,000
In Drafts	11,00,000
	50,00,000

Fifty lacks of 23, 24, 25 and 26 sun Sicca Rupees.

From Hyder Beg Khan, received 21*st July* 1787.

I have already transmitted your Lordship an Arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from his Excellency the Vizier is now sent to your Lordship's kind letter: from it your Lordship will learn the particulars of his Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shewn kindness and favor in the affairs of his Excellency, and there is no doubt but will always shew kindness towards them, because his Excellency entertains great hopes from your Lordship.

A Kistbundy for the money for the expense of the troops, &c. goes enclosed in his Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February, 1787, together with two other drafts, on account the amount due to his Royal Highness, and the stipend of Nawaub Saadet Ally Khan to February 1787. They will be seen by your Lordship. As a long period elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into

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The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shewn himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him, without reserve, all that has occurred to me to promote this object, in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter, and the Nawaub Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the engagements on the part of the Honorable Company.

the payment of the public money, and now that I am arrived is the season for cultivation, &c. I am engaged in the affairs of the Sirkar, and under the blessing of God and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and other Gentlemen, whatever after investigation they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments, or Kistbundy, of the Company's money, on account the disbursement of the troops, &c. has been paid into the treasury, from March, 1787, to June, 1787, and by God's help it will be paid in future, agreeable to the Kistbundy, monthly. I hope to be honored with letters from your Lordship.

ENCLOSURES.

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissesser Doss, on account arrears due to the troops stationed at Cawnpore and Futteghur, and the battalion at Lucknow, to February, 1787, amounting in 23, 24, 25, and 26 Sun Sicca Rupees, to - - - - - 7,08,868 7 6

Ditto, drawn by ditto, on ditto, on account the money of his Royal Highness
Lucknow Sicca Rupees 2,04,173 0 0

Ditto, drawn by ditto, on ditto, on account the money of Nawaub Saadet Ally Khan arrears to February, 1787, Lucknow Sicca Rupees - 1,00,000 0 0

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No. XL.

TREATY *of* COMMERCE *with the* Nabob Asuf ud Dowlah, 1788.

A TREATY *of* COMMERCE, *between* Charles Earl Cornwallis, *Knight of the Most Noble Order of the Garter; one of His Britannic Majesty's Honorable Privy Council, Lieutenant General of His Majesty's Forces, Governor General and Commander in Chief of all the Possessions and Forces of His Britannic Majesty, and of the Honorable the United Company of Merchants of England in the East-Indies, &c. &c. &c. on the part of the said Honorable United Company, and His Excellency the* Vizier ul Momalik Hindostan, Assuf Jah Nowab, Assuf ud Dowlah Yeheha Khan Behadur, Huzzubber Jung.

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The Right Honorable Charles Earl Cornwallis, K. G. Governor General, &c. &c. and His Excellency the Nawab Vizier, Behadur, &c. &c. having received various representations from the Merchants trading between the Company's dominions, and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer, as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honorable the United Company of Merchants of England trading to the East-Indies, and His Excellency the Nawab Vizier, &c. with a view to remove the evils complained of, and to promote the welfare of their respective states, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors.

ARTICLE I.

The contracting parties shall not claim any exemption from duties, either for themselves, their subjects or dependants, or any other person or persons, of whatever country or nation.

ARTICLE II.

His Excellency the Nawab Vizier, &c. agrees to grant Rowannahs, or custom-house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods and the valuation on which his own export duties shall have been levied. The Right Honorable Earl Cornwallis, in like manner, engages that similar Rowannahs, or custom-house passes, shall be granted for all goods exported from the Company's dominions (comprehending the provinces of Bengal, Bahar, Orissa, and the district of Benares), to the dominions of His

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His Excellency the Vizier, specifying the quantity of the goods, and the valuation on which the duties shall have been levied in the dominions of the Company.

ARTICLE III.

His Excellency the Vizier, &c. agrees to levy the duties on all goods imported into his territories from the Company's dominions, upon the valuation specified in the Company's Rowannah. The Right Honorable Earl Cornwallis, &c. agrees to levy the duties on all goods imported from his Excellency's dominions into the district of Benares or the Company's provinces, on the valuation specified in the Rowannah of his Excellency the Nawab Vizier.

ARTICLE IV.

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the river Ganges, shall pay the duties at Lutchagyr, or at Foolpore; if by the river Goomty, at Ghura Mobarikpore; if by the river Gogra, at Doohry Gaut; if by land, at Keeway, Maidnee Gunge, Chaundabpertaubpore, Mow, or Mahraj Gunge; and if by the way of Sircar Gooruckpore, at the Gaut of the river Gunduck, or at Gooruckpore, Mujbolee, or Chollooparah. The merchant, or person, in charge of the goods, upon paying the duties herein after mentioned at either of the above stations, shall receive a Rowannah from the Collector of the duties, under his public seal, which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of his Excellency.

The duties on goods exported from the dominions of his Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the district of Benares, and the province of Behar, and Rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE V.

Broad cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw-silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to his Excellency, on the price specified in the Rowannah taken out in the Company's dominions.

ARTICLE VI.

Salt exported from the Company's dominions to the dominions of the Nawab Vizier, shall pay an import duty of five per cent. to his Excellency, on the valuation specified in the Rowannah granted at any of the stations in the Company's dominions.

ARTICLE

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ARTICLE VII.

Cotton coming from Jahlone, Hydernuggur, Omraowty, Naugpore, or any of the countries of the Decan, and passing through the dominions of the Nawab Vizier to the dominions of the Company, shall pay a duty of five per cent. to his Excellency, on the fixed valuation of six Rupees per Maund of ninety-six Sicca Weight to the Seer. Rowannahs for covering the same through his Excellency's dominions, shall be granted at the station where the duties are levied. The same cotton, when it arrives in the province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified; or, should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE VIII.

Silk Piece Goods, Cotton Piece Goods, and Piece Goods made partly of Silk and partly of Cotton, exported from the dominions of the Nawab Vizier to the Company's dominions, shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's Rowannah. The said duty shall be collected at the established station in Benares, should the Goods pass through that district, and upon their arrival in the Company's Provinces, the Collectors of the Customs shall grant a Rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said Goods enter the Company's provinces without passing through the district of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE IX.

All Goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the Rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nawab Vizier, his Excellency will collect the duty aforesaid, at one of the stations mentioned in the third article; if from the territories of his Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the district of Benares, and two and a half per cent. at the first atuhorized station in the province of Behar; or should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the province of Behar.

ARTICLE X.

Goods exported from the provinces of Bengal, Behar, or Orissa, or from the district of Benares to the dominions of the Nawab Vizier, after having paid the import duties to his Excellency, according to the rates, and in the mode prescribed in the foregoing articles, if sold in the dominions of the Nawab Vizier, shall be subject to the established local

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local duties of the Market or Gunge, in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of his Excellency's dominions, and not for the consumption of the same, no local Gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import Rowannah of the seller shall be indorsed by the Collector, or head officer in charge of such Gunge, and delivered over to the purchaser, who shall transport the Goods through the dominions of the Nawab Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or Gunge in his Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of his Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing articles; if sold in any Gunge or market, shall be subject to the local Gunge or market duties under the preceding limitations.

The Gunge duties to be thus levied, are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE XI.

If any Renter, Zemindar, Collector of the Revenues, Jaghiredar, or Holder of rent free lands, shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and Rowannahs taken out as prescribed in the foregoing articles, for the first offence, he shall be fined twenty Rupees for every Rupee so exacted; for the second offence, forty Rupees; and for the third offence, if a Renter or Collector of the Revenues, he shall be fined one hundred Rupees for every Rupee so exacted, and be dismissed from his farm or employment; if a Zemindar, Jaghiredar, or Rent free land-holder, he shall forfeit his lands. Any Officer of the Customs exacting more than he is authorized, shall for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted, and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines, as they may deem adequate to the trouble and loss of the party so injured.

ARTICLE XII.

In order to discourage every attempt to evade the payment of the import duties, Merchants endeavouring to pass the station at which they are to pay the same, without having previously taken out a Rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out Rowannahs for their Goods, as directed in the foregoing articles, before they approach an authorized station.

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This article not to extend to the local duties in the markets or Gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth article upon the goods entering the same.

ARTICLE XIII.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nawab Vizier, the article of Decan &c. cotton going to the Company's dominions excepted, on which his Excellency is to levy the duties as specified in the seventh Article.

ARTICLE XIV.

If any disputes shall arise between the merchants of the respective states, it shall be decided by the laws of that state in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case through the Vakeel or agent of the Vizier to the Right Honorable the Governor General in Council, who may refer it for decision to the Provincial Court of Justice within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case through the English Minister to his Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the Collectors of the Customs, Zemindars, or other subjects of either state, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE XV.

This Treaty not to extend to the province of Rohilchund or Kuttair, in which his Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of encreasing or diminishing the same as he may deem expedient.

ARTICLE XVI.

His Excellency the Vizier having obtained the consent of the Nawab of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Decan &c. cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nawab are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of his Excellency the Vizier.

ARTICLE

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ARTICLE XVII.

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Higeree, or sooner, if it can be ratified and exchanged before that period.

Ratified at Fort William, 25th July 1788.

Company's

Seal.

(*Signed*) CORNWALLIS.

(A true Copy),

(*Signed*) E. HAY,
Secretary to the Government.

No. XLI.

TRANSLATION *of the* **Nizam's** *Order to* **Seyf Jung** *for the Surrender of the* **Guntoor Circar** *to the* **Company,** *delivered to* **Captain Kennaway,** *the Resident at the* **Nyzam's Durbar,** *the* **18***th September,* **1788.**

A.D. 1788 — The Nyzam.

At this time Captain Kennaway being come to the Presence, on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between his Highness and the English Company, you are therefore, immediately on receipt of this order, to deliver up the Sircar in question to the servants of the Company, without opposition, and with your Jumma Wawsil Baukee account, your own effects, and whatever is with you belonging to Government, repair to the Presence.

A true translation of what was delivered to Captain Kennaway, as a copy of the sealed order sent to him for Seyf Jung.

(*Signed*) N. B. EDMONSTONE,
Assistant to the Department.

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No. XLII.

Copy *of a* Letter *from* Earl Cornwallis *to the* Nizam, *deemed equal to a* Treaty, *written 7th July*, 1789.

A.D. 1789
The Nizam.

Your Highness's letter, containing strong expressions of friendship, was presented to me by Meer Abul Cossim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abul Cossim, and the sincere and friendly sentiments which I have discovered your Highness to be impressed with towards me, have induced me to shew the confidence I place in your Highness's declaration, by candid and explicit conversations with Meer Abul Cossim, on subjects of the highest importance; and as they all of them have tendency to strengthen and encrease our friendship, I shall communicate, without reserve, to your Highness, what has occurred to me relative to them.

It was with no small concern, I found, on my arrival in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance, made in 1768, between your Highness and the Company, remained unexecuted on both sides, *viz.* the surrender of the Guntoor Sircar to the Company, and the regular discharge of your Highness's demand for the Peishcush, from the Company. Anxious, notwithstanding, that by urging the due performance of this article, I should not intrude on your Highness, while engaged in pursuits of importance, I postponed all negociations on the subject, until I was convinced that your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this article of the Treaty, and until you might have had sufficient opportunity to put implicit confidence in my assurances, for the punctual discharge of the Peishcush for the northern Sircars. I then deputed Captain Kennaway to your Highness's court, with instructions to make the demand of the Guntoor Sircar, by virtue of the Treaty of 1768; to assure your Highness of my firm intention to discharge the balances, upon fair statement, due to your Highness on account of the Peishcush, and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at your Highness's immediate compliance to deliver up the Guntoor Sirkar to the Company, and have assured your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of your Highness's friendship and good faith, I have, from a desire

to

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to testify to your Highness that I am impressed with similar sentiments, entered into a full discussion of every article with Meer Abul Cossim, in order that such parts of it as are undefined, and bear an obscure and doubtful meaning, may be so explained, as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship, which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British Nation, who, by the system lately established for the Government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the Powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy your Highness of the propriety of my declining the proposal of Meer Abul Cossim, for entering into a new security for the discharge of the Peishcush, by mortgaging a portion of the Sircars, considering, as I do, the faith of the English Nation pledged for the due payment of it.

In proof of the sincerity of my intentions, that the Treaty should be carried into full effect, I agree that, in the sixth article of the Treaty, the words, "whenever the situation "of affairs will allow of such a body of troops to march into the Decan," shall be understood to mean, that the force engaged for by this article, *viz.* two battalions of Seapoys and six pieces of cannon, manned by Europeans, shall be granted, whenever your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, *viz.* Pundit Pirdhaun Peishwa, Ragojee Bhoosla, Madajee Scindia, and the other Mahratta Chiefs, the Nawaub of Arcot, and Nawaub Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number, shall not consist of less than eight hundred men each. That the six field-pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force, when employed on service in the field, and that this expence be as per separate account. That this detachment shall march within two months, or sooner if possible, after it is demanded, and your Highness shall be charged with the expense of it, from the day it enters your Highness's territories until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur, to put such a force in state fit for service.

I have so fully discussed the articles of the Treaty that relate to the Nawaub of Arcot and the Carnatic, on the representation of Meer Abul Cossim, that a mere reference to

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A.D. 1789

The Nizam.

the articles themselves will inform your Highness of the full force of my arguments: and although the long existing friendship between the Nawaub and the Company might be urged, as farther ground for declining the proposal of Meer Abul Cossim, his right to the possession of the Carnatic Payenghaut is fully established and admitted, by the seventh and eighth articles, and papers appertaining to them; there can therefore be no necessity for troubling your Highness with other reasons.

In regard to the articles relative to the Dewanny of the Carnatic Ballagaut, your Highness must be well convinced, that circumstances have totally prevented the execution of these articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen, that the Company should obtain possession of the country mentioned in these articles, with your Highness's assistance, they will strictly perform the stipulations in favour of your Highness and the Mahrattas. Your Highness must be well assured, that while treaties of peace and friendship exist with any chief, negociations that tend to deprive that chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind, unfavourable to the reputation of your Highness and to the character of the Company, since the only grounds on which such negociations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous, that such circumstances as carry with them impediment and hindrance to good order and government, without bearing the smallest advantage to either side, should be so changed, as to produce the good effects expected from treaties, and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Decan, I agree that, in future, either party, without a breach of treaty, shall be at liberty to receive or send Vakeels to correspond with any powers in the Decan, in such manner as may be expedient for the benefit of their own affairs, under the condition, that the object of such intercourse or correspondence be not hostile to either of the governments.

I have, in many instances, as well through Captain Kennaway as to Meer Abul Cossim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with your Highness, and your Highness will be convinced, from the explanations I have given to those articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter, on grounds fair and liberal. But it is necessary, in consideration

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sideration of the subjects of conversation with Meer Abul Cossim, that I should point out to your Highness, that unless just cause should be given for entering into new treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honor of the English, prohibit me from entering into any negociation to make new Treaties; and I have confined my conferences with Meer Abul Cossim to the explanation of that made in 1768, with a view to a more perfect execution of it. On this account, I have not judged proper to comply with such requests as have been made by Meer Abul Cossim, that in any shape tend to alter the spirit of that treaty. A farther argument to impress your Highness with the propriety of this determination, is the sanction and support of His Majesty and the Company of England to those measures that coincide with their instructions. I have mentioned this circumstance, merely to assure your Highness of the strength of my assertions, and the value of my engagements, in regard to the Guntoor Sircar, and the other articles of the Treaty; and I trust, that this clear explanation of the ambiguous articles of the Treaty will render it effectual, and will afford your Highness a convincing proof of the Company's determination to adhere to the faith of it.

A.D. 1789
The Nizam.

Although I have not agreed to enter into a new Treaty with your Highness through Meer Abul Cossim, for the reasons above assigned, yet your Highness, in consideration of the authority vested in me, by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several articles in the Treaty of 1768, strong and efficient upon the English Governments in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments, I beg leave to refer your Highness to Meer Abul Cossim, whom I have considered, during this negociation, as faithfully attached to your Highness, fully acquainted with your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two Governments. I have, accordingly, communicated to him, without reserve, all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if your Highness were present; nevertheless, as your Highness's concurrence and approbation are necessary to give a final sanction to the articles discussed, I have thought proper to mention them in this letter. For the rest, your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

EXTRACT

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A.D. 1789 The Nyzam.

Extract *from the Journals of the House of Commons*, 15° *Martii*, 1792.

Resolved, That it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nyzam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. XLIII.

Treaty *of* Alliance *between the* Company, *the* Peshwa, *and the* Nyzam, *against* Tippoo Sultaun, 1790.

Treaty *of offensive and defensive* Alliance, *between the* Honorable United English East-India Company, *the* Peshwah, Sewoy Mahdoo Row Narrain Pundit Purdhan Behader, *and the* Nabob, Nizam Ally Khan Asof Jah Bahader, *against* Futty Ally Khan, *known by the denomination of* Tippoo Sultaun; *settled by* Mr. Charles Warre Malet, *on the part of the said* Honorable Company, *with the said* Pundit Purdhan, *by virtue of the Powers delegated to him by the* Right Honorable Charles Earl Cornwallis, K. G. *Governor General in Council, appointed by the* Honorable *the* Court of Directors *of the said* Honorable Company *to direct and control all their Affairs in the* East-Indies.

ARTICLE I.

A.D. 1790 The Peshwa and Nyzam.

The friendship subsisting between the states, agreeable to former Treaties, shall be encreased by this.

ARTICLE II.

Tippoo Sultaun having engagements with the contracting parties, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that, to the utmost of their power, they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE III.

This undertaking being resolved on, it is agreed, that on Mr. Malet's annunciation to Pundit Purdhan, of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit Purdhan and Nabob Asof Jah, in number

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The Peshwa and Nyzam.

number not less than twenty-five thousand, but as many more, and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible, before and during the rains; and after that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE IV.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in like manner as settled with the Nabob Asof Jah.

ARTICLE V.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot two thousand horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, one thousand of the said cavalry may be detached thereon, one thousand remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE VI.

From the time of the said battalions entering Pundit Purdhan's territories, an Agent, on the part of the said Pundit Purdhan, shall be ordered to attend the Commander, to execute such service as may occur.

ARTICLE VII.

If the Right Honorable the Governor General should require a body of cavalry to join the English forces, Pundit Purdhan and the Nabob Asof Jah shall furnish to the number of ten thousand, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces: but should any service occur, practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly, by the Honorable Company, at the rate, and on the conditions hereafter to be settled.

ARTICLE VIII.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party and distress the enemy.

ARTICLE IX.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of

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A.D. 1790

The Peshwa and Nyzam.

of the acquisitions of territory, forts, and whatever each Sirkar, or Government, may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy, previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, &c. due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE X.

The underwritten Polygars and Zemindars being dependent on Pundit Purdhan and the Nabob Asoph Jah, it is agreed that on their territories, forts, &c. falling into the hands of any of the Allies, they shall be re-established therein, and the Nuzeranah that shall be fixed on that occasion shall be equally divided amongst the Allies: but, in future, Pundit Purdhan and the Nabob Asof Jah shall collect from them, the usual Kundnee and Peshcush which have been heretofore annually collected. And should the said Polygars and Zemindars act unfaithfully towards Pundit Purdhan or the Nabob, or prove refractory in the discharge of their Kundnee and Peshcush, the said Pundit Purdhan and Nabob are to be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog,	Keychungoondeh,
Annagoondy,	Cunnaghwarry,
Harponelly,	Kittoor,
Bellaree,	Hannoor,
Rodroog,	The district of Abdul Hakeen Khan, the Chief of Shanoor.

ARTICLE XI.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a Vackeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

ARTICLE XII.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions, at the verbal or written instance of any person or persons whatever,

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whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negociations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

ARTICLE XIII.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

ARTICLE XIV.

This Treaty, consisting of fourteen articles, being this day settled and concluded by Mr. Malet, with the Peshwa, Sewoy Madhoo Row Narrain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself, and Pundit Purdhan has delivered to Mr. Malet another copy in Marhatta and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan in seventy-five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

The Company's Seal.

Poona, 1st June 1790.

(Signed) C. W. Malet,
Resident.

True Copy,

(Signed) C. W. Malet.

Ratified by the Governor-General in Council, at Fort William, in Bengal, the 5th day of July, 1790.

(Signed) Cornwallis,
Charles Stuart, (L.S.)
Peter Speke.

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SEPARATE AGREEMENT *with the* Nizam, 1790.

A.D 1790
The Nyzam.

ARTICLES *of* AGREEMENT *between His Highness the* Nizam *and the* East-India Company, *for sending the Battalions on their March from* Bengal, 1790.

ARTICLE I.

From four to six battalions of the Bengal detachment shall be sent to his Highness the Nizam, under the command of an experienced officer, together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions) for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor General, Lord Cornwallis. The orders of his Highness, either for their operations in the field or for carrying on sieges, shall be put in execution, by mutual consultation between the Commanding Officer of his Highness's army and the Commanding Officer of the English detachment, who will be a man of experience, and versed in the rules of war.

ARTICLE II.

The pay of the said detachment shall be charged to his Highness, from the period of its arrival at Pagtour, or of its junction with his Highness's army.

ARTICLE III.

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war; but if delay should occur in those expected receipts, the Company shall pay the expences out of the Peishcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by his Highness.

ARTICLE IV.

Whenever a letter from Lord Cornwallis, requiring the dismission of the said detachment, shall arrive, provided it is at leisure from service, and also whenever his Highness shall think proper to dismiss it, there shall be no hesitation on either side

ARTICLE V.

Whatever plunder shall fall into the hands of the said detachment shall be given up to his Highness; excepting only any considerable open or concealed treasure, which, agreeable to the second article of the Treaty, is to be divided amongst the three confederates.

ARTICLE

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A.D. 1790 — The Nyzam.

ARTICLE VI.

A proper body of good cavalry, under the command of experienced and trusty officers, shall be detached by his Highness, to act with the battalions, agreeable to the concerted plans of the officers of both bodies.

Form of Captain Kennaway's signature:

"An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above articles, which I shall transmit to Lord Cornwallis, and request a speedy answer.

(*Signed*) JOHN KENNAWAY."

A true Translation,

(*Signed*) N. B. EDMONSTONE.

N. B. The Nizam's signature is affixed to every article.

No. XLIV.

TREATY *with the* King of Queda, 1791.

A.D. 1791 — The King of Queda.

In the Higyra of our Prophet 1205 year Dalakir, on the 26th of moon Saban, on the day Ahat.

Seal of Toonkoo Sheriff Mahomed.

Whereas, on this date, this writing sheweth, that the Governor of Pooloo Pinang,* Vakeel of the English Company, concluded peace and friendship with his Highness, Empetuan of Queda, and all his great officers and royatts of the two countries, to live in peace by sea and land, to continue as long as the sun and moon give light, the articles of agreement are:—

ARTICLE I.

The English Company will give to his Highness, Empetuan of Queda, six thousand Spanish Dollars every year, for as long as the English shall continue in possession of Pooloo Pinang.

 ARTICLE

* Prince of Wales Island.

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A.D. 1791

The King of Queda.

ARTICLE II.

Seal of Toonkoo Allong Abraham.

His Highness, Empetuan, agrees, that all kind of provisions wanted for Pooloo Pinang, the ships of war, and the Company's ships, may be bought at Queda, without impediment or being subject to any duty.

ARTICLE III.

All slaves running from Queda to Pooloo Pinang, or from Pooloo Pinang to Queda, shall be returned to their owners.

ARTICLE IV.

All persons in debt, running from their creditors from Queda to Pooloo Pinang, or from Pooloo Pinang to Queda, if they do not pay their debts, their persons shall be delivered up to their creditors.

Seal of Datoo Pongawa Tilebone.

ARTICLE V.

The Empetuan will not allow Europeans of any other nation to settle in any part of this country.

ARTICLE VI.

The Company shall not receive any persons committing high treason in rebellion to Empetuan.

ARTICLE VII.

All persons committing murder, running from Queda to Pooloo Pinang, or from Pooloo Pinang to Queda, shall be apprehended and returned in bonds.

Seal of F. Light, Superintendant.

ARTICLE VIII.

All persons stealing chops (forgery) to be given up likewise.

ARTICLE IX.

All persons, enemies to the English Company, Empetuan shall not supply them with provisions.

These nine articles are settled and concluded, and peace is made between Empetuan and the English Company, Queda and Pooloo Pinang shall be as one country.

This done and compleated by Toonkoo Sheriff Mahomed, and Toonkoo Allong Abraham, and Datoo Pongawa Tilebone, Vakeels on the part of Empetuan, and given to the Governor of Pooloo Pinang, Vakeel for the English Company. In this agreement, whoever departs from any part herein written, God will punish and destroy: to him there shall be no health.

The

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The seals of Sheriff Mahomed and Toonkoo Allong Abraham, and Datoo Pongawa Tilebone, are put to this writing, with each person's hand writing. A.D. 1791 The King of Queda.

Transcribed by Hakim Bunder Poolong Pinang.

Signed, sealed, and executed, in Fort Cornwallis, on Prince of Wales Island, this 1st day of May, in the year of our Lord 1792.

A true Translation,

(*Signed*) F. LIGHT.

No. XLV.

PRELIMINARY TREATY *with* Tippoo Sultaun, *February*, 1792.

COPY *of the* PRELIMINARY ARTICLES *agreed upon and exchanged, dated 22d February,* 1792. A.D. 1792 Tippoo.

ARTICLE I.

One half of the dominions which were in possession of Tippoo Sultaun at the commencement of the present war, shall be ceded to the Allies, adjacent to the respective boundaries, and agreeably to their selection.

ARTICLE II.

Three crores and thirty lacks of Sicca Rupees shall be paid to the Allies, agreeably to the following particulars, *viz.*

> One crore and thirty-five lacks shall be paid immediately, in Pagodas or gold Mohurs, or Rupees, of full weight and standard, or in gold or silver bullion.
>
> The remainder one crore and sixty-five lacks, at three instalments, not exceeding four months each, in the three coins before-mentioned.

ARTICLE III.

All subjects of the four several powers, who may have been prisoners, from the time of the late Hyder Ally Khan to the present period, shall be fairly and unequivocally released.

ARTICLE IV.

Until the due performance of the three articles abovementioned, two of the three eldest sons of Tippoo Sultaun shall be given as hostages, on the arrival of whom, a cessation of hostilities shall take place.

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A.D. 1792
Tippoo.

ARTICLE V.

When an agreement, containing the articles above written, shall arrive, bearing the seal and signature of Tippoo Sultaun, Counter agreements shall be sent from the three powers; and after the cessation of hostilities, such a definitive treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into.

A true Copy,

(Signed) G. F. Cherry,
Persian Translator.

No. XLVI.

Treaty *of* Peace *with* Tippoo Sultaun, 1792.

Definitive Treaty *of perpetual Friendship for the Adjustment of Affairs between the Honorable English East-India Company, the* Nawaub Asoph Jah Behauder, *and* Row Pundit Purdhaun Behauder, *and* Tippoo Sultaun, *in virtue of the Authority of the Right Honorable* Charles, Earl Cornwallis, *Knight of the Most Noble Order of the Garter, Governor General, &c. &c., invested with full Powers to direct and control all the Affairs of the said* Company *in the* East-Indies, *dependent on the several Presidencies of* Bengal, Madras, *and* Bombay, *and of the* Nawaub Aziem ul Omrah Behauder, *possessing full Powers on the Part of the* Nawaub Asoph Jah Behauder, *and* Hurry Ram Pundit Tantea Behauder, *possessing equal Powers on the Part of* Row Pundit Purdhaun Behauder, *settled the 17th day of March,* 1792, *of the Christian Æra, answering to the 23d day of the month* Rejeb, 1206 *of the* Hejeree; *by* Sir John Kennaway, *Baronet, on the part of the Right Honorable* Charles, Earl Cornwallis, *Knight of the Most Noble Order of the Garter,* &c.; *and* Meer Aulum Behauder, *on the Part of the* Nawaub Aziem ul Omrah Behauder; *and* Buckajee Pundit, *on the Part of* Hurry Ram Pundit Tantea Behauder, *on one part: and by* Golaum Ally Khan Behauder, *and* Ally Rheza Khan, *on behalf of* Tippoo Sultaun, *according to the under-mentioned Articles, which, by the Blessing of God, shall be binding on their Heirs and Successors, as long as the Sun and Moon endure, and the Conditions of them be invariably observed by the contracting Parties.*

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ARTICLE I.

The friendship subsisting between the Honourable Company and the Sircars of Tippoo Sultaun, agreeably to former Treaties, the first with the late Nawaub Hyder Ally Khan, bearing date 8th August, 1770, and the other with Tippoo Sultaun, of the 11th of March, 1784, is hereby confirmed and encreased, and the articles of the two former Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted: and the eighth article of the second above-mentioned Treaty, dated the 11th March, 1784, corresponding with the 18th of the month Rubbee-ul-Suany, 1198 Hejeree, confirming all the privileges and immunities of trade which the deceased Nawaub Hyder Ally Khan granted to the said Company, by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE II.

In the fourth article of the Preliminary Treaty entered into between the allied powers and the said Tippoo Sultaun, dated the 22d February, 1792, corresponding with the 28th of the month Jemadie-ul-Sauny, 1206 Hegeree, it is written, "until the due performance "of the three foregoing articles" (the first article stipulating the cession of half the country; the second, the immediate payment of half of the sum of money agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of "the said Tippoo Sultaun shall be detained as hostages," which articles are confirmed by the present instrument, accordingly the said Tippoo Sultaun shall divide the sum agreed to be paid at three instalments above-mentioned, into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount, to be paid immediately, at such places on the boundaries of the Allies as shall be determined on by them; and after the performance of the remaining two articles, above-mentioned, that is to say, the cession of one half of the country, and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultaun to the three powers, prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultaun shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

ARTICLE III.

By the first article of the Preliminary Treaty it is agreed, that one half of the dominions which were in the possession of the said Tippoo Sultaun at the commencement of the war, shall be ceded to the Allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultaun, to be ceded to the Allies, agreeably to their respective shares, is hereunto subjoined, and the detail of them is inserted in a separate schedule, bearing the seal and signature of Tippoo Sultaun.

Districts

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A.D. 1792
Tippoo.

Districts ceded to the Honorable English Company.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Calcut, 63 Talooks - - -	- - - - -			8,48,765	5	4½			
Palgautcherry - - - - -	- - - -			88,000	0	0			
Dindigul and Pulnavier Packshy, 2 Talooks - - - - -	- - - - -			90,000	0	0			
Salem - - - - - - -	- - - - -			24,000	0	0			
Koork - - - - - - -	- - - - -			8,000	0	0			
Namuil - - - - - - -	- - - - -			16,000	0	0			
Sunkagurry - - - - - -	- - - - -			40,000	0	0			
Barrah mohul, 9 Talooks, *viz.*									
Barrah mohul - - - - -	64,000	0	0						
Caveriputtun - - - - -	10,000	0	0						
Verbudurdroog - - - -	8,000	0	0						
Raycottah - - - - -	8,000	0	0						
Kangoondie - - - - -	6,000	0	0						
Darampoory - - - - -	8,000	0	0						
Pinnagur - - - - - -	10,000	0	0						
Tingry Cottah - - - - -	12,000	0	0						
Coveripoor - - - - -	8,000	0	0	1,34,000	0	0			
Ahtoor Anuntgurry - - - -	- - - - -			18,000	0	0			
Purmutty - - - - - -	- - - - -			14,000	0	0			
Shadmungul - - - - -	- - - - -			20,000	0	0			
Vainloor - - - - - -	- - - - -			16,000	0	0	13,16,765	5	4½

Districts ceded to the Nawaub, Asoph Jah Behauder.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Talook Kurpah, 61 Talooks.									
The Da~ab, 15 Talooks - -	16,48,099	3	2						
Deduct as follows:									
In the Peshwah's share 13,06,666 6 10									
Remains with Tippoo Sultaun, Anagoondy 60,101 0 0	13,66,767	6	10						
Remains to the Nawaub, Assoph Jah				2,81,331	6	8			
Carried forward - -	- - -			2,81,331	6	8	13,16,765	5	4½

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A.D. 1792
Tippoo.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C	C. Pagodas.	F.	C.
Brought forward - -	- - - - -			2,81,331	6	8	13,16,765	5	4½
Banyaupilly and Churchinnulla, 2 Talooks - - - - -	- - - - -			41,804	9	8			
Singputtun and Chilwara - -	- - - - -			20,000	0	0			
Ouak - - - - - -	- - - - -			20,000	0	0			
Hanwuntgoond - - - -	- - - - -			15,000	0	0			
Wimpelly vemla - - -	- - - - -			12,565	0	0			
Moaka - - - - - -	- - - - -			12,162	6	14			
In gooty 4 Talooks, *viz.*									
Tarputry - - - -	19,055	0	4						
Tannorry - - - -	13,072	8	0						
Velanoor - - - -	8,800	0	0						
Singemmully - - - -	10,855	0	0						
				51,782	8	4			
Beswapoor - - - - - -	- - - - -			5,000	0	0			
Bulkarykoor, &c. 2 Talooks -	35,000	0	0						
Deduct:									
Remains with Tippoo Sultaun 2 Talooks, Koorkoor and Dummoor - - - - -	12,000	0	0						
Remains to the Nawaub, Assoph Jah				23,000	0	0			
In Koorkoor - - - -	- - - - -			370	2	5			
							13,16,666	6	11
Districts ceded to Row Pundit Purdhaun Behauder.									
The Doal, 15 Talooks - -	- - - - -			16,48,099	3	2			
Deduct:									
Remains with Tippoo Sultaun, Anagoody, 1 Talook - -	60,101	0	0						
In the share of the Newaub Asoph Jah - - - -									
Koopul, 8 Talooks - 1,06,137 3 9									
Kuichghurry, 1 do. - - 79,100 0 0									
In Gujunder Ghur 96,094 2 15									
	2,81,331	6	8						
				3,41,432	6	8			
Carried forward - -	- - - - -			13,06,666	4	10	26,33,432	1	15½

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A.D. 1792
Tippoo.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Brought forward - -	- -	-	-	- -	-	-	26,33,432	1	15½
Remains to Row Pundit Purdhaun, viz.									
Danwar, 8 Talooks - - -	1,38,536	8	5¼						
Hawanoor, 2 do. - - -	30,604	3	2						
Dunnoor - - - -	15,394	66	0½						
Bankapoor, 16 Talooks - -	2,50,426	6	7½						
Serhutty, 4 Talooks - -	64,843	7	10						
Kelore, 11 do. - - -	1,43,397	4	3						
Gudduck, 4 do. - - -	45,297	1	9½						
Jaluhul, 5 do. - - -	73,185	0	14						
Dummul, 4 do. - - -	49,196	5	12						
Shunore, 26 do. - - -	3,40,946	7	13						
Saulgurry Soudunty - -	1,48,953	8	0						
In Gujunderghen, 8 Talooks 1,01,977, 9 5½									
Deduct, in the share of the Nawaub Asoph Jah - - 96,094 2 15									
Remains to Row Pundit Purdhaun	5,883	6	7½	13,06,666	6	10			
From Gooty Sundoor - - -	- -	-	-	10,000	0	0	13,16,666	6	10
Grand Total, C. Pagodas							39,50,098	8	9½

ARTICLE IV.

Whatever part of Namuel, Sunkagurry, Salem Caverepoor, Attoor, and Permutty, which, as above stated, are comprized within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Caveri, or if there should be any other Talooks, or villages of Talooks, situated as above described, they shall belong to the said Company, and others, of equal value, shall be relinquished by the said Company to Tippoo Sultaun, in exchange for them: and if of the above districts there shall be any Talooks, or villages of Talooks, situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultaun, in exchange for others, of equal value, to the said Company.

ARTICLE V.

On the ratification and mutual exchange of this Definitive Treaty, such districts and forts as are to be ceded by Tippoo Sultaun shall be delivered up, without any cavil or demand

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demand for outstanding balances: and such Talooks and forts as are to be relinquished by the three powers to Tippoo Sultaun shall, in the same manner, be delivered up; and orders to this effect, addressed to the Aumils and Commanders of Forts, shall be immediately prepared and delivered to each, respectively, of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides, of which the contracting parties, considering God as present and a witness, shall release, without cavil, all that are in existence, and shall not detain a single person. The armies of the Allied Powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, &c. and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, &c. being removed.

ARTICLE VI.

Whatever guns and shot shall be left by Tippoo Sultaun in the forts which the said Tippoo Sultaun has agreed to cede to the Allied Powers, an equal number of guns and shot shall be left in the forts which the Allied Powers have agreed to restore to Tippoo Sultaun.

ARTICLE VII.

The contracting parties agree, that Zemindars and Aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen, that any disputes arise on the boundaries of the Allies and the said Tippoo Sultaun, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE VIII.

The Polygars and Zemindars of this country, who, in the course of the present war, have attached themselves and been serviceable to the Allies, shall not, on that account, in any shape or manner, be injured or molested by Tippoo Sultaun.

Whenever three copies of this Treaty, consisting of eight articles, shall be delivered by Tippoo Sultaun, bearing his seal and signature, accompanied by three schedules, also under the seal and signature of the said Tippoo Sultaun, specifying the detail of the countries ceded to the three powers, one to the said Company with the schedule, one to the said Nawaub Assoph Jah Behauder with the schedule, and one to the said Row Pundit Purdhaun Behauder with the schedule, three counterparts thereof, and of the schedule, shall be delivered to the said Tippoo Sultaun by the Allies, that is to say, one counterpart with the schedule, on the part of the said Company, bearing the seal and signature of the said Earl Cornwallis; one, with the schedule, on the part of the said Nawaub Assoph Jah

 Behauder,

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A.D. 1792 Tippoo.

Behauder, bearing the seal and signature of the said Nawaub and of Aziem-ul-Omrah Behauder; and one, with the schedule, on the part of the said Row Pundit Purdhaun Behauder, bearing the seal of the said Row Pundit Purdhaun Behauder and the signature of the said Hurry Ram Pundit Tantea Behauder.

Signed and sealed in camp, near Seringapatam,
this 18th day of March, 1792.

(Signed) CORNWALLIS. (L.S.)

A true Copy,
(Signed) G. F. CHERRY,
Persian Translator to the Governor General.

A true Copy,
(Signed) GEORGE PARRY,
Acting Deputy Secretary.

JUMMABUNDY *of the Countries which are ceded to the* Honorable English East-India Company *by* Tippoo Sultaun, *according to the following Detail, dated the 16th of March,* 1792, *corresponding to the 22d* Rejeb, 1206 Hejeree.

Talooks appertaining to Calcut, 63 Talooks, viz.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C
Talook Curba Calcut, 3 Talooks.									
Curba - - - - - -	38,236	8	0						
Rumnagr - - - - -	8,071	7	12						
Purrupnayr - - - - -	8,863	3	0						
Talook Goorumnuy, 7 Talooks.									
Curba - - - - - -	12,725	0	4						
Kolecaut - - - - -	12,957	3	5						
Paynayr - - - - - -	17,630	5	14						
Purmulla - - - - -	17,015	9	0						
Kulkumra - - - - -	12,513	8	3						
Wurkumra - - - - -	10,535	7	2						
Poelwaye - - - - -	11,564	8	8						
				94,943	2	14			
Carried forward - -	- - - - -			94,943	2	14			

	C. Pagodas.	F	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	A.D. 1792 Tippoo.
Brought forward - -	-	-	-	94,943	2	14				
Talook Petudnayr, 10 Talooks.										
Curba - - - - -	14,736	1	14½							
Mylatoor - - - -	12,192	4	15							
Angarypoor - - - -	13,615	4	5							
Kulkumdela - - - -	9,641	3	4½							
Shumayr - - - -	10,982	9	11							
Poontauny - - - -	14,073	7	5							
Kootay - - - - -	8,159	4	5							
Wunnayrgur - - - -	6,386	2	14							
Kaaput - - - - -	5,480	1	4							
Wy Kittycote - - - -	16,701	7	10							
Talook Warutnayr, 4 Talooks.										
Curba - - - - -	13,515	0	4¼							
Mullpoor - - - -	6,608	7	6							
Moreypoor - - - -	11,117	3	2							
Wullu Carycote - - -	10,130	0	0							
				41,371	0	12¼				
Talook Shaudgur, 11 Talooks.										
Curba - - - - -	12,951	0	8¼							
Wunnurg Kulkyparah - -	12,466	2	9							
Kalkynayr - - - -	12,445	6	6							
Kolekathynayr - - -	10,549	9	2							
Korungeloor - - - -	7,117	9	14½							
Suluye - - - - -	7,567	6	14							
Turunganayr - - - -	13,584	2	6							
Hadnallekdush - - -	13,916	7	0							
Kurumputa - - - -	6,700	0	0							
Turlatta - - - - -	10,394	5	15							
Kowalparah - - - -	8,328	8	9¼							
				1,16,025	9	4				
Talook Eoweynayr, 2 Talooks.										
Curba - - - - -	11,430	3	4¼							
Kullaye - - - - -	4,470	4	3¾							
				15,900	7	7½				
Talook Cherkul, 5 Talooks.										
Curba - - - - -	21,173	0	6½							
Carried forward - -	21,173	0	6½	2,68,241	0	5¾				

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A.D. 1792

Tippoo.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Brought forward - -	21,173	0	6½	2,68,241	0	5¾			
Puttoon - - - - -	19,499	3	2¾						
Runditsera - - - -	13,137	8	1						
Gowaye - - - - -	12,176	0	10½						
Murraye - - - -	14,486	3	6						
				80,472	5	10¾			
Talook cote Angria, 3 Talooks.									
Cusba Kudroor - - -	14,518	7	2¾						
Putchy - - - - -	12,654	0	5						
Cootyary - - - -	12,828	5	3						
				40,001	2	10¾			
Talook Kurupnayr, 3 Talooks.									
Cusba Kootupoor - - -	18,777	5	9½						
Yergurah - - - -	13,192	3	15¼						
Kawul - - - - -	18,139	0	5½						
				50,108	9	14¼			
Talook Canianoor, 1 Talook -	- - - -			30,000	0	0			
Talook Cochy, 14 Talooks.									
Toorshmerow - - - -	10,000	0	0						
Mukuntpoor - - - -	10,000	0	0						
Cotcherry - - - -	7,000	0	0						
Ainmagull - - - -	6,000	0	0						
Tulpooly - - - -	7,000	0	0						
Moloorkurra - - - -	5,000	0	0						
Chaalkurra - - - -	5,000	0	0						
Oiloornumaary - - -	10,000	0	0						
Chittoor Tutmungul - -	20,000	0	0						
Alunggaar - - - -	4,000	0	0						
Paroor - - - - -	4,000	0	0						
Kootmutnayr - - - -	4,000	0	0						
Shaadmungul - - - -	4,000	0	0						
				1,00,000	0	0			
Profits on Black-pepper, Mint, and Duties on Timber, &c.:									
Farm of the Timber Duties -	30,000	0	0						
Duties on Tobacco - - -	2,800	0	0						
Carried forward - -	32,000	0	0	5,68,823	8	10			

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Brought forward - -	32,000	0	0	5,68,823	8	10			
Mint - - - - -	30,000	0	0						
Black-pepper, Cocoa-nuts, &c.	50,000	0	0						
				1,12,800	0	0			
							8,48,765	5	4¼
Talook Palgautcherry - - -	- - - - -			- - - -			88,000	0	0
Dindigul and Pulnaveerpuckshy, 2 Talooks.									
Dindigul - - - -	- - - -			80,000	0	0			
Pulnaveerpuckshy - - -	- - - -			10,000	0	0			
							90,000	0	0
Selem - - - - - -	- - - -			- - - -			24,000	0	0
Koork - - - - - -	- - - -			- - - -			8,000	0	0
Namkul - - - - - -	- - - -			- - - -			16,000	0	0
Sunkagury - - - - -	- - - -			- - - -			40,000	0	0
Anuntgury - - - - - -	- - - -			- - - -			18,000	0	0
Parmutty - - - - -	- - - -			- - - -			14,000	0	0
Vamloor - - - - -	- - - -			- - - -			16,000	0	0
Shadmungul - - - -	- - - -			- - - -			20,000	0	0
Burrah Mohul, 9 Talooks.									
Burrah Mohul - - - - -	- - - -			64,000	0	0			
Caveripoor - - - - -	- - - -			8,000	0	0			
Caveriputtun - - - - -	- - - -			10,000	0	0			
Verbudderdroog - - -	- - - -			8,000	0	0			
Rayeotta - - - - - -	- - - -			8,000	0	0			
Kungoondy - - - - -	- - - -			6,000	0	0			
Darrampoory - - - -	- - - -			8,000	0	0			
Pinnagur - - - - - -	- - - -			10,000	0	0			
Tingrecolah - - - - -	- - - -			12,000	0	0			
							1,34,000	0	0
				Canterai Pagodas			13,16,765	5	4¼

The villages of the above-mentioned Talooks shall be relinquished, and retained on an investigation on the spot.

Dated in Camp, near Seringapatam,
this 16th day of March, 1792.

A true Copy,
(*Signed*) G. F. CHERRY,
Persian Translator to the Governor General.

A true Copy,
(*Signed*) GEORGE PARRY,
Acting Deputy Secretary.

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No. XLVI.

TREATY *of* COMMERCE *with* Nepaul, 1st *March*, 1792.

A.D. 1792
The Rajah of Nepaul.

TREATY *authenticated under the Seal of* Maha Rajah Run Behader Shah Behader Shumshire Jung, *being according to the Treaty transmitted by* Mr. Jonathan Duncan, *the Resident at* Benares, *on the Part of the Right Honorable* Charles Earl Cornwallis, K.G. *Governor-General in Council, and empowered by the said Authority to conclude a Treaty of Commerce with the said* Maha Rajah, *and to settle and fix the Duties payable by the Subjects of the respective States of the* Honorable English Company *and those of* Nepaul, *the said Gentleman charging himself with whatever relates to the Duties thus to be payable by the Subjects of the* Nepaul Government *to that of the* Company, *in like manner as hath the aforesaid* Maha Rajah, *with whatever regards the Duties thus to be payable by the Subjects of the* Company's Government *to that of* Nepaul: *and the said Treaty, having been delivered to me (the said* Maha Rajah) *by* Mowlavy Abdul Kadir Khan, *the aforesaid Gentleman's* Vakeel, *or Agent, this Counterpart, thereof, having been written by the* Nepaul Government, *hath been committed to the said* Khan, *as here-under detailed.*

ARTICLE I.

Inasmuch as an attention to the general welfare and to the ease and satisfaction of the merchants and traders, tends equally to the reputation of the administrators of both the Governments of the Company and of Nepaul, it is therefore agreed and stipulated, that two and a half per cent. shall reciprocally be taken, as duty, on the imports from both countries; such duties to be levied on the amount of the invoices of the goods which the merchants shall have along with them. And to deter the said traders from exhibiting false invoices, the seal of the custom-houses of both countries shall be impressed on the back of the said invoices, and a copy thereof being kept, the original shall be restored to the merchants; and in cases where the merchant shall not have along with him his original invoice, the custom-house officers shall, in such instance, lay the duty of two and a half per cent. on a valuation, according to the market price.

ARTICLE II.

The opposite stations, hereunder specified, within the frontiers of each country, are fixed for the duties to be levied, at which place the traders are to pay the same; and after having

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having once paid duties, and receiving a Rowannah thereon, no other or farther duty shall be payable throughout each country or dominion respectively.

ARTICLE III.

Whoever among the officers, on either side, shall exceed in his demands for, or exaction of duty, the rate here specified, shall be exemplarily punished by the Government to which he belongs, so as effectually to deter others from like offences.

ARTICLE IV.

In the case of theft or robberies happening on the goods of the merchants, the Foujedar, or officer of the place, shall, advising his superiors or government thereof, speedily cause the Zemindars and proprietors of the spot to make good the value, which is, in all cases, without fail, to be so made good to the merchants.

ARTICLE V.

In cases where, in either country, any oppression or violence be committed on any merchant, the officers of the country wherein this may happen shall, without delay, hear and enquire into the complaints of the persons thus aggrieved, and doing them justice, bring the offenders to punishment.

ARTICLE VI.

When the merchants of either country, having paid the established duty, shall have transported their goods into the dominions of one or the other state, if such goods be sold within such state, it is well; but if such goods not meeting with sale, and that the said merchants be desirous to transport their said goods to any other country, beyond the limits of either of the respective states included in the Treaty, the subjects and officers of these latter shall not take thereon any other or farther duty, than the fixed one levied at the first entry; and are not to exact double duties, but are to allow such goods to depart in all safety without opposition.

ARTICLE VII.

This Treaty shall be of full force and validity, in respect to the present and future rulers of both governments; and being considered on both sides as a Commercial Treaty, and a basis of concord between the two states, is to be, at all times, observed and acted upon in times to come, for the public advantage and the encrease of friendship.

On the 5th of Rejeb, 1206 of the Hegiree, and 1199 of the Fussilee Style, agreeing with the 1st of March, 1792 of the Christian, and with the 22d of Phagun, 1848 of the Sumbut Æra, two Treaties, to one tenor, were written for both the contracting Parties, who have mutually engaged that, from the 3d Bysack, 1849

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A.D. 1792 — The Rajah of Nepaul.

of the Sumbut Æra, the officers of both states shall, in pursuance of the strictest orders of both Governments, immediately carry into effect and observe the stipulations aforesaid, and not wait for any further or new direction.

A true Copy and Translation,

(Signed) J. Duncan,
Resident.

Revenue Department.

A true Copy,

(Signed) G. H. Barlow,
Sub-Secretary.

No. XLVIII.

Commercial Agreement *with the* Rajah *of* Assam, 1793.

Translation of a new System of Commerce adopted by the Maha Rajah Surgy Deo, Assam, 28th February, 1793.

A.D. 1793 — The Rajah of Assam.

The Maha Rajah Surgy Deo, highly sensible of the benefit he has experienced from the aid which has been afforded to him by the English Government, and desirous, not only of cementing the harmony and friendship which subsists between him and that power, but also of extending the beneficial effects threof, in general, to the subjects of Bengal and Assam, has, at the recommendation of Captain Welsh, the Representative at his court of the said English Government, agreed to abolish the injudicious system of commerce which has heretofore been pursued, and to adopt in its stead the following plan (liable, however, to such alterations and amendments as occasions may require) for the mutual benefit and comfort of the subjects of both countries.

ARTICLE I.

That there shall henceforth be a reciprocal and entire liberty of commerce between the subjects of Bengal and those of Assam, for all and singular goods and merchandizes, on the conditions, and in such manner as is settled in the following rules.

ARTICLE

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A.D. 1793

The Rajah of Assam.

ARTICLE II.

That to facilitate this free intercourse between the subjects of both nations, those of Bengal, on fulfilling the conditions hereafter prescribed, be permitted to proceed with their boats loaded with merchandize into Assam, and to expose their goods for sale, at any place, or in any manner may best suit their purposes, without being subject to any other duties than are established by these articles.

ARTICLE III.

That a regular impost be levied on all goods or merchandizes, whether of export or import, and that these duties be fixed as follows.

Imports.

1. That the salt of Bengal be subject to an impost of ten per cent. on the supposed prime cost, reckoning that invariably at five hundred Rupees per hundred Maunds, of eighty-four Sicca-weight to the Seer.

2. That the broad cloths of Europe, the cotton cloths of Bengal, carpets, copper, lead, tin, tutanague, pearls, hardware, jewellery, spices, and the various other goods imported into Assam, pay an equal impost of ten per cent. on the invoice price.

3. That warlike implements and military stores be considered contraband, and liable to confiscation, excepting the supplies of these articles which may be required for the Company's troops stationed in Assam, which, and every other matter of convenience for the said troops, whether of clothing or provisions, are in all cases to be exempt from duties.

Exports.

1. That the duties to be levied on all articles of export (except in such cases as are hereafter mentioned) be invariably ten per cent., reckoning agreeable to the rates hereby annexed to each, *viz.*

Mooga Dohties (per Maund of eighty-four Sicca-weight to the Sear)		Rupees	95	0
Mooga Thread	Do.		70	0
Pepper	Do.			
Elephants' Teeth	Do.		50	0
Cutna Lac	Do.		4	0
Chuprah and Jung Lac	Do.		3	8
Monjeet	Do.		4	0
Cotton	Do.			

2. That

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The Rajah of Assam.

2. That all articles of export not herein specified (with the exception of the following) and for which no certain calculation can be made, be subject to an equal impost, in such instances always to be paid in kind; and with respect to those articles which have been particularized, that the duties be received either in money or kind, as may be most convenient to the merchant: but as it may happen, that a temporary scarcity of grain may occur, either in Bengal or Assam, to provide against which, rice and every description of grain be exempt from duties.

ARTICLE IV.

That any person or persons detected in attempting to defraud the Surgy Deo of the duties hereby established, shall be liable to a confiscation of his or their property, and for ever after debarred the privilege of the trade.

ARTICLE V.

That for the purpose of collecting the said duties, agents be appointed, and custom-houses established: for the present, one at the Candahar Chokey, and one at Gwahatty.

ARTICLE VI.

That it be the business of the agents to be stationed at the Candahar Chokey, to collect the duties on all imports and on all exports, the produce of the country to the westward of Gwahatty, for which they are to be held responsible. They are to examine all boats passing up and down the river, and after having settled with the proprietor for the amount of the duties, they are to grant him a passport, specifying the number and quantity of each article, a copy of which they are to forward, without delay, to the agents at Gwahatty, whither, or further if it be necessary, the merchant may proceed, under sanction of the said pass.

ARTICLE VII.

That it be the business of the agents stationed at Gwahatty to collect the duties on all exports, the produce of the country parallel to it, north and south, and also on all exports the produce of the country to the eastward, as far as Nowgong, for which, in like manner, they are to be held responsible. They are to examine all boats passing down the river, and to grant passports to the proprietors, copies of which to be forwarded to the agents at the Candahar Chokey, who are to examine the cargo, lest on the way between Gwahatty and their station, the merchant may have taken goods on board, which could not be specified in the pass granted at that place.

ARTICLE VIII.

That as an incitement to the agents to be industrious in the discharge of their duty, a recompence be made to them, bearing a proportion to the amount of the collections, and that, for the present, it be fixed at twelve per cent. on the said collections, which is calculated to defray all incidental expences.

ARTICLE

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ARTICLE IX.

That the said agents be required to be sureties for each other, and that the whole be bound by engagements to the Surgy Deo, not only for the purity of their conduct in the collections, but also that they abstain from having any concern, either directly or indirectly, in trade.

ARTICLE X.

That a copy of their accounts be produced, on or before the 10th of every month; and that the payment of the collections be made into the hands of any person the Surgy Deo may appoint to receive it, at the expiration of every quarter.

ARTICLE XI.

That the standard weight hereafter, both for exports and imports, be forty Seers to the Maund, and eighty-four Sicca-weight to the Seer.

ARTICLE XII.

That as mnch political inconvenience might arise to both Governments from granting a general licence to the subjects of Bengal to settle in Assam, no European merchant or adventurer, of any description, be allowed to fix their residence in Assam, without having previously obtained the permission of the English Government and that of the Surgy Deo.

ARTICLE XIII.

That as Captain Welsh, the representative of the said English Government, in consideration of the Surgy Deo having removed the prohibitory restrictions which have hitherto existed, to the detriment of a free intercourse, has signified his intention of bringing to punishment all persons from Bengal offending against the established laws of Assam, or infringing these articles, so the Surgy Deo, on his part, declares he will punish all abuses in his subjects, tending to obstruct or discourage the reciprocal intercourse this system is designed to promote.

ARTICLE XIV.

That copies of these articles be affixed at every public place throughout Assam, that none may plead ignorance, and that Captain Welsh be requested to send one officially to this Government.

(Signed) THOMAS WELSH,
Captain.

A true Translation,

(Signed) ROBERT MAC GREGOR,
Lieutenant.

The Seal of the Maha Rajah Surgy Deo.

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No. XLIX.

TREATY *with the* Nawaub Asoph ul Dowlah *and the Chief of the* Rohillas, 1794, *with Appendix.*

A.D. 1794

Asoph-ul-Dowlah and the Chief of the Rohillas.

ENGAGEMENT *of* GUARANTEE *by the Honorable the* English East-India Company, *between the* Vizier ul Mamalik Hindostan Nawaub Asof ul Dowlah Asof Jah Yeheha Khan Behader Huzubber Jung *and the* Nawaub Ahmed Ally Khan Behader.

Whereas, by a Preliminary Engagement,* dated the 5th Jemmadie ul Awal, 1209 Hejeree, corresponding with the 29th November, 1794, of the Christian era, and bearing the seals of the Nawaub Vizier ul Mamalik Asof Jah Behader, of Mr. George Frederick Cherry, Resident at the court of the said Nawaub Vizier ul Mamalik Asof Jah Behader, on the part of the Honorable the English East-India Company, and of the Nawaub Nussur ulla Khan Behader, on the part of the Rohillah army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof, by the said Nawaub Vizier ul Mamalik Asof Jah Behader, on one part, and by the Nabob Nussur ulla Khan Behader on the other; accordingly, the said George Frederick Cherry agrees, in the name of the Honorable Sir John Shore, Baronet, Governor General of the Affairs of the said Company in India, to the following articles:

ARTICLE I.

The Nawaub Vizier ul Mamalik Asof Jah Behader having declared, by the second article of the said Preliminary Engagement, that he has pardoned the family of the Nawaub Fyze ulla Khan, deceased, and their adherents, the faults which they have committed, the Honorable the English East-India Company engage, pursuant to the said article of the said Engagement, that the Nawaub Vizier ul Mamalik Asof Jah Behader shall not give any trouble to the said family and their adherents, on account of any act committed by them, prior to the 5th of Jemmadie ul Owul, 1209 Hejeree.

ARTICLE II.

The Nawaub Vizier ul Mamalik Asof Jah Behader having, by the fourth article of the said Engagement, declared that he will grant a Jaghire, in the name of Nawaub Ahmed

* Appendix, No. 1.

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Ahmed Ally Khan Behader, the grandson to the Nawaub Fyze ulla Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nawaub Ahmed Ally Khan Behader, a Sunnud, or deed of grant, bearing his seal, and containing, on the back thereof, the names of the Mohals, with the Jumma of each, comprising the Jaghier, and dated the 7th Jemmadie ul Saany, 1209 Hejeree, the said Company engage to guarantee the possessions of the said Mohals to the said Nawaub Ahmed Ally Khan Behader, according to the conditions expressed in the said Sunnud, and free from demands on account of Jowfeer.

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Asoph-ul-Dowlah and the Chief of the Rohillas.

ARTICLE III.

It having been agreed, in the fourth article of the said Engagement, that the Nawaub Nussur ulla Khan Behader, son of the Nawaub Abdoola Khan, deceased, shall be the guardian of the said Nawaub Ahmed Ally Khan Behader, and the manager of the Jaghier, until the said Nawaub Ahmed Ally Khan Behader shall arrive at the age of twenty-one years, the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nawaub Nussur ulla Khan Behader, so long as he remains the guardian of the said Nawaub Ahmed Ally Khan Behader and the manager of the Jaghier, as the seal of the said Nawaub Ahmed Ally Khan Behader.

ARTICLE IV.

It having been agreed, in the third article of the said engagement, that the treasure of the family of the Nawaub Fyze ulla Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lacs and twenty-two thousand gold Mohurs in deposit, which sum of three lacs and twenty-two thousand gold Mohurs has been paid to the Nawaub Vizier ul Mamalik Asof Jah Behader, as a Nuzzeranud from the said Nawaub Ahmed Ally Khan Behader for the Jaghier, and in lieu of all right of Zubtee, or confiscation of the property of the late Nawaub Fyze ulla Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these engagements, on any account whatever, arising from them.

ARTICLE V.

When the Nawaub Ahmed Ally Khan Behader shall arrive at the age of twenty-one years, the said Company agree, that this engagement of guarantee shall remain in full force, and no new Engagement of guarantee shall be necessary; and if (which God forbid) the Nawaub Nussur ulla Khan Behader shall die, or on any account be removed from the office of guardian of the Nawaub Ahmed Ally Khan Behader and manager of his Jaghier, the Nawaub Vizier ul Mamalik Asof Jah Behader shall, with the advice of the said Company, select a person from among the tribe of Rohillahs, and shall nominate such person to the said office.

ARTICLE

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Asoph-ul-Dowlah and the Chief of the Rohillas.

ARTICLE VI.

The said Nawaub Nussur ulla Khan Behader having entered into a Kabooleat, or Engagement, to the said Nawaub Vizier ul Malmalik Asof Jah Behader, bearing date the 7th of Jemmadie ul Saany, 1209 Hejeree, on the part of the said Nawaub Ahmed Ally Khan Behader, the said Company agree to guarantee to the said Nawaub Vizier ul Mamalik Asof Jah Behader the performance of the said Kabooleat, by the Nawaub Nussur ulla Khan Behader, on the part of the said Nawaub Ahmed Ally Khan Behader, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nawaub Ahmed Ally Khan Behader to the said Nawaub Vizier ul Mamalik Asof Jah Behader.

ARTICLE VII.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts, one counterpart thereof has been delivered to the said Nawaub Vizier ul Mamalik Asof Jah Behader, and the other to the said Nawaub Nussur ulla Khan Behader. In like manner, the Kabooleat, or Engagement, mentioned in the sixth article hereof, bearing the seal of the said Nawaub Nussur ulla Khan Behader, being executed in two counterparts, one counterpart thereof has been delivered to the said Nawaub Vizier ul Mamalik Asof Jah Behader, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nawaub Vizier ul Mamalik Asof Jah Behader, specified in the second article hereof, has been delivered to the Nawaub Ahmed Ally Khan Behader, of which a copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nawaub Vizier ul Mamalik Asof Jah Behader, as a true copy.

Done at Barelly, this 7th day of Jemmadie ul Saany, 1209 Hejeree, corresponding with the 13th of December, 1794.

(Signed) G. F. Cherry,
Resident.

Ratified at Fort William, under the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the Honorable the English East-India Company, this 6th day of March, 1795.

APPENDIX,

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APPENDIX, No. 1.

TRANSLATION *of the* PRELIMINARY ENGAGEMENT *between the* Nawaub Vizier ul Mamalik Asof Jah Asof ul Dowlah Yeheha Khan Behader Huzzubber Jung, *the* English Company, *and the* Rohillah Tribe. A.D. 1794

Asoph-ul-Dowlah and the Chief of the Rohillas.

ARTICLE I.

When this Preliminary Engagement shall be executed, hostilities shall cease between the Nawaub Vizier ul Mamalik Asof Jah Behader and his Allies and the Rohillah army.

ARTICLE II.

The Nawaub Vizier ul Mamalik Asof Jah Behader agrees, that he has pardoned the family of the Nawaub Fyze ulla Khan, deceased, and their adherents, the faults which they have committed: * thus Golaum Mahomed Khan has delivered an account of the treasure which was left by the Nawaub Fyze ulla Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lack and four thousand gold Mohurs has been expended, since Golaum Mahomed Khan left the Rohillah camp; this being deducted, the balance is the sum demanded.

ARTICLE III.

The Rohillah Army agree, that they will give over in deposit to the Company, whatever may remain of the Treasure of the family of Fyze ulla Khan, deceased.

ARTICLE IV.

The Nawaub Vizier ul Mamalik Asof Jah Behader agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nawaub Fyze ulla Khan, deceased, Mehals in Jaghire, at the annual Jumma of ten lacks of Rupees, and that the town of Rampore shall be a part of the said Jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Alla Khan Behader, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said Jaghire, until Ahmed Ally Khan shall arrive at the age of——years.

* This sentence belongs to the third article, but being subsequently added to the Preliminary Engagement, was written under the second article by mistake.

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A.D. 1794

Asoph-ul-Dowlah and the Chief of the Rohillas.

ARTICLE V.

When the Rohillah Army shall have given over the treasure, as is expressed in the third article, the armies of the Nawaub Vizier ul Mamalik Asof Jah Behader, and of the English Company, shall march away from hence, and the Rohillah Army shall disperse, and go wherever they think proper.

Done at Puttaghaut, in the English camp, this
5th of Jemmadie ul Awul, 1209 Hejeree.

(The seal of the Nawaub Vizier ul Mamalik Asof ul Dowla Asof Jah Yeheha Khan Behader Huzzubber Jung) (LS)

(The seal of Mr. George Frederick Cherry, on the part of the English Company, as Guarantee to the above Articles.) (LS)

(The seal of Nussur ulla Khan) (LS)

APPENDIX, No. 2.

Translation *of the* Kabooleat, *or Engagement, entered into by the* Nawaub Ahmed Ally Khan Behauder *to the* Nawaub Vizier ul Mamalik Asof Jah Behauder.

Whereas, by a Preliminary Engagement,* dated the 5th Jemmadie ul Awul, 1209 Hejerie, corresponding with the 29th November, 1794, of the Christian era, and bearing the seals of the Nawaub Vizier ul Mamalik Asof Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nawaub Vizier ul Mamalik Asof Jah Behauder, on the part of the English East-India Company, and of the Nawaub Nussur ullah Khan Behauder, on the part of the Rohillah Tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nawaub Vizier ul Mamalik Asof Jah Behauder, on one part, and by the said Rohillah Tribe on the other, accordingly I, the said Nussur ullah Khan Behauder, being thereby nominated to be the guardian of the Nawaub Ahmed Ally Khan Behauder, and the manager of the Jagheer therein mentioned, agree for myself,

* Appendix, No. 1.

A.D. 1794

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myself, as the guardian of the said Nawaub Ahmed Ally Khan Behauder, and as the manager of the Jagheer, and for the Nawaub Ahmed Ally Khan Behauder, as the Jagheerdar, to the following articles:

ARTICLE I.

The Nawaub Vizier ul Mamalik Asof Jah Behauder, having declared, by the second article of the said Preliminary Engagement, that he has pardoned the family of the Nawaub Fyze ullah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said article of the said Engagement, that there shall not be any trouble given to any one of the said family, or their adherents, on account of any act committed by them, prior to the 5th Jemmadie ul Awul, 1209 Hejeree.

ARTICLE II.

The Nawaub Vizier ul Mamalik Asof Jah Behauder having, by the fourth article of the said Engagement, declared that he will grant a Jagheer, in the name of the Nawaub Ahmed Alli Khan Behauder, the grandson to the Nawaub Fyze ullah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nawaub Ahmed Ally Khan Behauder a Sunnud, or deed of grant, bearing his seal, and containing, on the back thereof, the names of the Mehals, with the Jumma of each, composing the Jagheer, and dated the the 7th Jemmadie ul Saany, 1209 Hejeree, I agree to educate the said Nawaub Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nawaub Vizier ul Mamalik Asof Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the Jagheer according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillahs, and others subsisting on the produce of the said Jagheer, gratitude to the said Nawaub Vizier ul Mamalik Asof Jah Behauder, for his benevolence to them, and fidelity and allegiance to him, through their Jagheerdar, the said Nawaub Ahmed Ally Khan Behauder.

ARTICLE III.

It having been agreed, in the fourth article of the said Engagement, that I, Nussur ullah Khan, son of the Nawaub Abdoolla Khan, deceased, shall be the guardian of the said Nawaub Ahmed Alli Khan Behauder, and the manager of the Jagheer, until the said Nawaub Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nawaub Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

ARTICLE IV.

It having been agreed, in the third article of the said Engagemant, that the treasure of the family of the Nawaub Fyze ullah Khan, deceased, shall be deposited with the English East-India Company, and the said Company having accordingly received the

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sum of three lacks and twenty-two thousand gold Mohurs in deposit, which sum has been paid to the Nawaub Vizier ul Mamalik Asof Jah Behauder, as a Nuzzuranna from the Nawaub Ahmed Ally Khan Behauder for the Jagheer, and in lieu of all the rights of Zubtee, or confiscation of the property of the late Nawaub Fyze ullah Khan, and Mahomed Ally Khan, deceased, I agree that there shall be no farther pecuniary demands among the parties concerned in these engagements, on any account whatever, arising from them.

ARTICLE V.

I promise, that Golaum Mahomed Khan shall not, at any time, reside in any place within the Jagheer, nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nawaub Ahmed Ally Khan Behauder.

ARTICLE VI.

I promise, that the sum of one thousand five hundred Lucnow Sicca Rupees per month shall be paid to the said Company at Lucnow, beginning with the 1st of December, 1794, Christian era, or 6th of Jemmadie ul Owul, 1209 Hejerie, from the produce of the Jagheer, for the support of the said Golaum Mahomed Khan.

ARTICLE VII.

I promise, that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nawaub Fyze ullah Khan, deceased, as specified herein, for their support, from the beginning of the Fusily year 1202.

Hossim Ally Khan	- - - - - Sicca Rupees	2,000	0
Futteh Ally Khan	- - - - - - - -	2,000	0
Nizam Ally Khan	- - - - - - - -	2,000	0
Yacoob Ally Khan	- - - - - - - -	1,666	10½
Cossim Ally Khan	- - - - - - - -	1,666	10½
Kurreem Ullah Khan	- - - - - - -	1,666	10½

ARTICLE VIII.

When the Nawaub Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this Kabooleat shall remain in full force, and no new Kabooleat shall be necessary. And if, which God forbid, I should die, or on any account be removed from the office of guardian of the Nawaub Ahmed Ally Khan Behauder and manager of his Jagheer, the Nawaub Vizier ul Mamalik Asof Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillahs, and shall nominate such person to the said office.

ARTICLE IX.

I agree that, by virtue of an Engagement, dated the 7th Jemmadie ul Saany, 1209 Hejerie, and bearing the seal and signature of the said George Frederick Cherry, on the part

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part of the said Company, and ratified by the Honorable Sir John Shore, Baronet, Governor General, in two counterparts, one counterpart whereof has been delivered to the said Nawaub Vizier ul Mamalik Asof Jah Behauder, and the other I have received, the said Company are guarantee to the said Nawaub Vizier ul Mamalik Asof Jah Behauder for the performance of this Engagement, or Kabooleat, on the part of the Nawaub Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nawaub Vizier ul Mamalik Asof Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nawaub Ahmed Ally Khan Behauder, for the possession of the Jagheer granted to him by the said Nawaub Vizier ul Mamalik Asof Jah Behauder, by virtue of the Sunnud mentioned in the second article hereof, a copy of which the said George Frederick Cherry has received, attested by the seal of the said Nawaub Vizier ul Mamalik Asof Jah Behauder, as a true copy.

A.D. 1794
Asoph-ul-Dowlah and the Chief of the Rohillas.

Done at Barelly, this 7th day of Jemmadie ul Saany, 1209 Hejerie, corresponding with the 30th December, 1794.

A true Translation,

(Signed) G. F. Cherry,
Resident.

APPENDIX, No. 3.

Translation *of the* Deed *of* Acknowledgement, *entered into by the* Nawaub Vizier ul Mamalik Asof Jah Behauder *to the Honorable the* English East-India Company.

Whereas the Honorable the English East-India Company have, by an Engagement of Guarantee, dated the 7th Jemmadie ul Saany, 1209 Hegerie, bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honorable Sir John Shore, Baronet, Governor General of the Affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one, and the other has been delivered to Nussur ulla Khan Behauder, become guarantee to me, for the full performance of the conditions contained

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A.D. 1794 — Asoph-ul-Dowlah and the Chief of the Rohillas.

contained in an Engagement, or Kabooleat, dated the 7th Jemmadie ul Saany, 1209 Hejerie, in two counterparts, under the seal of Nussur ulla Khan Behauder, of which I have received one counterpart, and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nawaub Ahmed Ally Khan Behauder, for the possession of the Mehals bestowed in Jagheer by me to the said Nawaub Ahmed Ally Khan Behauder, according to a Sunnud bearing my seal, and dated the 7th Jemmadie ul Saany, 1209 Hejeric, containing, on the back thereof, the names of the Mehals, with the Jumma of each, comprising the Jaghier, free from demands on account of Jawfeer, which Sunnud has been delivered into the hands of the said Nawaub Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal, as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge that I consent to the conditions contained in the said Engagement of Guarantee.

Done at Barelly, the 7th Jemmadie
ul Saany, 1209 Hejerie.

N.B. The Sunnud has been translated and transmitted, a number in my address, dated the 29th January, 1795.

A true Translation,
(Signed) G. F. Cherry,
Resident.

APPENDIX 4.

Translation ***of the*** **Wajibul Arz,** ***delivered by*** **Nussur ulla Khan,** ***with the Answers written to each Question.***

Received 30th December, 1794.

Question I.

The family of Golaum Mahomed Khan will reside, for the present, in the house at Rampore; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begum.

Answer I.

Golaum Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question

A.D. 1794

Asoph-ul-Dowlah and the Chief of the Rohillas.

QUESTION II.

Let no impediment be thrown in the way of the payments of the arrears to the Sirkar debts and Tekarry &c., which may be due from any one, Ryots, and those in the Mehals, which are separated from the Jagheer of the late Nawaub, let a Perwannah be given by the Presence to the Nazim of Barelly, to cause these dues to be paid, according to accounts.

ANSWER II.

The Jagheerdar has nothing to do with the arrears, debts, and Tekarry of the Sirkar of Fyze ullah Khan, deceased, in those Mehals which have been resumed.

QUESTION III.

Let those portions of land, the property of the Afghans officers, &c. in the old Jagheer, which were bestowed on them by Fyze ulla Khan, be confirmed, and continued to them.

ANSWER III.

This rests with the Jagheerdar in the Mehals of his Jagheer.

QUESTION IV.

Toolseram Bhajanohee, who, in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam ud Deen and the Mahrattas molest him, and do not permit him to return; as the accounts of the Sirkar, those of the troops, and of the Jagheer depend upon him, I hope that his Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

ANSWER IV.

The letter has been written by his Excellency.

QUESTION V.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Barelly, to restore it to the proprietor on investigation.

ANSWER V.

An answer, founded on justice, will be given by the Presence, to whoever shall apply for his property and effects.

QUESTION

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Asoph-ul-Dowlah and the Chief of the Rohillas.

QUESTION VI.

The Sircar Chucks, which were purchased by Fyze ulla Khan from Rajah Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Barelly to release them.

ANSWER VI.

Whatever are situated in, and belong to the Mehals of the Jagheer, are released by his Excellency's Sunnud.

QUESTION VII.

There are several places, lands, and Chucks of villages, purchased by Sunnow Khan, Golaum Ally ud Deen Khan, &c., and other Afghans, which are exempt from the revenue of the Sirkar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a Perwannah of exemption will now be issued to the Nazim of Barelly.

ANSWER VII.

The Jagheerdar possesses the power of this article in the Mehals belonging to his Jagheer.

QUESTION VIII.

I hope an order may be issued to the Nazim of Barelly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the Jagheer of Ahmed Ally Khan, and that the Perwannah may be to this effect: "on investigation, to punish the thieves, and to return the stolen property to the inhabitants of the Jagheer."

ANSWER VIII.

In this respect, whatever was the custom, during the time of Fyze ulla Khan, will now be adhered to.

QUESTION IX.

Let the duties receivable on the merchandize of the Afghans, be continued as they were formerly, and let not the custom-house officers of the Sircar demand more.

ANSWER IX.

The rule observed, during the time of Fyze ulla Khan, in this respect, will now be adhered to.

QUESTION X.

During the time of Fyze ulla Khan, the concerns Dodositud of the time of Hafiz Rehmet, be they with whom they will, were stopt

ANSWER X.

The former custom, in this respect, is continued.

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A.D. 1794
Asoph-ul-Dowlah and the Chief of the Rohillas.

stopt by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let ....*

QUESTION XI.

The village, Saheb Gunge, in Pergunnah Huzrutnagon, exempt from revenue, was bestowed in Jagheer by Fyze ullah Khan on Saheb Roy, deceased; I hope that a Perwanneh may now be granted, continuing this village free.

ANSWER XI.

If this village comes within the Mehals of the Jagheer, it rests with the Jaghiredar.

Dated the 30th December, 1794, or 7th Jemmadie ul Saany, 1209 Higeree.

A true Copy and Translation,

(Signed) G. F. CHERRY,
Resident.

No. L.

CAPTAIN SYMES'S COMMERCIAL ARRANGEMENT *with the* King of Ava, 1795 *and* 1796.

TRANSLATION *of the* ROYAL MANDATE, *accompanying the Letter to the* Governor General, *dated September*, 1795.

1795—96
King of Ava.

To all Kelledars and Governors of Ports, in like virtue to the Maywoon of Henzawuddy:

The source of greatness and dignity celestial, whose threshold is as the firmament, and whose suppliants, when he places the golden foot of majesty on their fortunate heads, like the blooming water-lilly, are inspired with confidence unbounded, such are the ministers of

Y

* Sic Orig.

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1795—96 King of Ava. of exalted rank, the guardians of the empire, from among whom the high and transcendant minister proclaims these orders:

Governor of Henzawuddy, whose title is Meen La Noo Retha; Governor of the Waters, whose title is Yaaoon or Rawoon; Collector of the King's Revenues, whose title is Ackoon; Collector of Customs, whose title is Ackawoon; Commander of the Troops, whose title is Chekaw:

1. Whereas English merchants resort to the port of Rangoon, to carry on trade, in friendship, good faith, and confidence in the royal protection, therefore when merchants come to the port of Rangoon, duties for Godown, Rabeat (searchers or appraisers) and other charges, all these shall be regulated, according to the former established rates, and no more, on any pretence, shall be taken.

2. All English Merchants, who have paid the port duties, shall be allowed to go to whatever part of the country they think fit, having obtained a certificate and order from the Maywoon, or governor of the province, and whatever goods English merchants wish to purchase in return, they shall not be impeded or molested, or prevented in their barter, bargain, or purchase; and if it should be judged expedient to establish any person, on the part of the English Company,* at Rangoon, for the purpose of trade, and to forward letters or presents to the King, to such person a right of residency is granted.

3. If any English merchant is aggrieved, or thinks he suffers oppression, he may complain, either to the Governor of the Province, by petition to the Throne, or prefer his complaint in person; and as Englishmen are, for the most part, unacquainted with the Birman tongue, they may employ whatever interpreters they think fit, previously acquainting the King's interpreters what person they mean to employ.

4. English ships, driven into any Birman port by stress of weather, and in want of repairs, on due notice of their distress being given to the officers of Government, such vessels shall be expeditiously supplied with workmen, timber, iron, and every requisite, and the work shall be done, and the supplies granted, at the current rates of the country.

5. As the English have long had commercial connexions with this nation, and are desirous of extending them, they are to be allowed to come and depart at their pleasure, without

* The word Company is omitted in the *Persian*, but inserted in the original *Birman*.

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without hindrance; and seeing that the illustrious Governor General of Calcutta, in Bengal, on the part of the King of England, has sent tokens of friendship to the Golden Feet, these orders are therefore ssued, for the benefit, ease, and protection of the English people. 1795—96 King of Ava.

The original, in Birman, authenticated by the great seal.

A true Translation,

(Signed) Michael Symes,
Agent at the Court of Ava.

Account *of* Duties *paid by Ships on anchoring at* Rangoon, *agreeable to former Regulations, as follows:*

Government Duties.

A piece of flowered cloth,
A piece of Madrepauk,
One handkerchief to tie up the aforesaid articles.

To the person who carries the aforesaid pieces of cloth eighteen cubits of common cloth, a red cotton handkerchief, and two and a half takals in money.

When a ship arrives, the following duties are usually paid to the Members of the Provincial Government:

Maywoon	Flowered cloth,	one piece
	Madrepauk,	two do.
Raywoon	Flowered cloth,	one do.
	Madrepauk,	two do.
Ackoon	Flowered cloth,	one do.
	Madrepauk,	two do.
Shawbunder, or Ackawoon	Flowered cloth,	one do.
	Madrepauk,	two do.
Deputy to the Shawbunder	Flowered cloth,	one do.
	Madrepauk,	two do.

Chokey

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1795—96
King of Ava.

Chokey	Flowered cloth,	one piece
	Madrepauk,	two do.
1st Nakhaun	Flowered cloth,	one do.
	Madrepauk,	two do.
2d Nakhaun	Flowered cloth,	one do.
	Madrepauk,	two do.
1st Siredogee	Flowered cloth,	one do.
	Madrepauk,	two do.
2d Siredogee	Flowered cloth,	one do.
	Madrepauk,	two do.

When a ship leaves the port, it is customary to make presents to the Members of the Provincial Government as follows: two pieces of Silee to each of the before mentioned Members of Government, that is twenty-four in all.

It being customary for ships, on their arrival and departure, to give as perquisites to the Members of Government, cloth flowered, figured, and plain, and Madrepauk or Silee, such articles varying in their price, being sometimes dear and sometimes cheap, the amount therefore being liable to vary, it is established, that a ship, in lieu of such presents, shall pay altogether, for entrance and departure, five Viss of fine silver, called Rowna.

Each ship shall pay for the Linguists eighty Tackal;

For the Chokeydars, who are stationed at the Gout, or sent on board the ship, thirty-five Tackal;

For Peons, who carry intelligence, five Tackal;

For the person who accompanies the ship down to the Chokey, ten Tackal;

Writers and Chokeydars of the Godowns, ten Tackal;

Gate porter of the fort, ten Tackal;

The Chokey called Denouckand, the Chokey where lights are kept, for both, ten Tackal;

To the Writer for a pass, to clear the Chokeys on departure, five Tackals;

The Accountant of Government, fifteen Tackal.

Pilotage:—A ship of three masts, two hundred Tackal; a vessel of two masts, one hundred and fifty Tackal; a vessel of one mast, one hundred Tackal.

Anchorage:—A ship of three masts, thirty Tackal; a vessel of two masts, twenty Tackal; a vessel of one mast, ten Tackal.

It

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It is the custom on all goods that are imported to take one out of ten, or ten out of an hundred, king's duty; likewise the owner of the ship gives five pieces out of the first bale which he brings on shore, and each person who comes in the ship as a merchant, and not belonging to the ship, shall give one piece. 1795—96 King of Ava.

To the Appraisers and Examiners one and an half out of each hundred.

The Stamper of cloth, if he stamps three hundred and sixty pieces, he is entitled to one piece.

The Writer or Accountant, who attends on board for registering five hundred pieces, he is to receive one piece.

When a ship is about to depart, an officer of Government goes on board, to examine and dispatch her: such officer shall receive seven Viss of sugar and one hundred and forty china plates.

Ships resorting from every quarter to the ports of his Birman Majesty, duties neither more nor less are to be received or exacted, and on this head the orders of his Majesty have been issued. The account is authenticated, and the particulars specified; nevertheless, in consideration of the friendship that subsists with the English, henceforth whatsoever ships are *bonâ fide* English property, the port duties and exactions from such ships, both at coming and departing, shall be paid at the port of Rangoon, in silver of twenty-five per cent. standard, called in the Birman language Mowadzoo, or twenty-five per cent. silver.

The original annexed to the Viceroy's letter to the Governor General.

A true Translation,
(Signed) MICHAEL SYMES,
Agent to the Court of Ava.

TRANSLATION *of an Order from the Viceroy of* Henzawuddy *to the Subordinate Council of* Rangoon.

Ackoom, Ackawoon, Chokey, Nakhaun, Chergee of Henzawuddy:

Whereas, the Governor General of Bengal, having deputed Captain Michael Symes to the Golden Feet, charged with presents, with a view to increase the long existing friendship

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1795—96 King of Ava. friendship between the Birman and the English nations, his Majesty being highly pleased thereat, has directed, that the propositions which have been made by Captain Michael Symes shall be complied with; therefore the amity which has subsisted between the nations being confirmed and augmented by these presents, whatever English ships shall henceforth come to Rangoon, such ships shall pay certain port duties, in the currency at which goods are usually sold, that is, Mewadjod or silver of twenty-five per cent. standard.

(Signed) Henzawuddy ne Meon Mewwoon Meetsha: *or, the Governor of the thirty-two Provinces of Henzawuddy.*

A true Translation,

(Signed) M. Symes. *Agent at the Court of Ava.*

Translation *of the Royal Order, regulating the Customs to be taken at the several* Chokeys *between* Unmerapoor *and* Rangoon.

Sirdars, Chokeydars, and guards of the several Gauts extending to the verge of the Ocean.

Whereas the Governor General, out of his friendship, has deputed Captain Michael Symes, from Calcutta in Bengal, to be his Vakeel at this Court, who having made a representation and memorial to us, such representation has accordingly been taken into due consideration.

Merchants having paid the established duty on their merchandize, who do not dispose of such goods at the place of importation, but choose to bring them to the capital (literally the Golden Feet) either in person or by their agent, from such merchants no duties are, on any pretence, to be exacted or demanded on the way to the capital; but when merchants going back carry with them goods in return, they are to pay duties on such returning goods, in like manner as is specified by the regulation issued from the Dufter of the Golden Palace, in the Birman year 1145: wherefore orders are dispatched to the several Chokeys, also to the Maywoon of Henzawuddy, and those matters which were submitted by the principal ministers to his Majesty are fully authorized.

Moreover,

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Moreover, in the Birman year 1157, and the 26th of the Birman month Saundecoup, or the 26th of the Mussulman month Rubbi-ul-awal, the royal mandate came forth to the following effect: 1795—96 King of Ava.

At the Chokey called Keouptaloom, boats returning from the capital shall pay one Mima, or one Anna and an half.

At the Chokey called Muggoe, if the breadth of the boat be four cubits, for each cubit twelve Annas, or three Tackal in all, shall be paid. But if it be less than four cubits, one Tackal shall be paid for every thousand Viss weight of Goods; and if the boat be empty, then shall one Mima, or four Annas, be paid for each man.

At the Chokey called Pulloe, if the breadth be four cubits, six Mima, or ten Annas, shall be paid for each cubit; and if the boat exceeds, or is under four cubits, the same rate shall be paid: and if the boat be laden with heavy commodities, then shall one Tackal be taken for every thousand Viss.

At the Chokey called Puttoo the custom taken shall be, for each cubit in breadth, three Mima or twelve Annas.

At the Chokey called Keounzelee, and the Chokey called Nawalee, no duty is to be exacted. Yet some trifle should be given, by way of present; but no boat is to be stopped or impeded.

At the Chokey called Tow, where the duty formerly was levied in lead, it shall now be levied in silver; that is, one Tackal shall be paid by each boat, for every thousand Viss burthen.

At the Chokey called Trongmeow, if the boat be four cubits in breadth, two hundred and fifty Tackal of lead (about ten Annas) shall be paid for each cubit; but if the boat be less than four cubits, then shall three Viss and thirty Tackal of lead be taken for the whole (something less than a Rupee.)

At the Chokey called Bameu, boats shall pay six Mima, or ten Annas, for each cubit in breadth.

At

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1795—96
King of Ava.

At the Chokey called Ackeo there is no established duty; but from boats laden with rice, salt, fish, and Nappee, it is customary to give some trifle.

At the Chokey called Henzawa, if a boat carries ten boatmen, besides the steersman, for each of such boatmen thirty-five Tackal of lead shall be paid, but the steersman shall pay nothing. If a boat be laden with rice, dhall, paddy, barley, kengid, or cotton, then shall the boat, so laden, pay a quarter of a basket of such commodity; and if a boat be laden with heavy articles, such as salt, fish, and Nappee, four Viss of such heavy commodity shall be exacted from each boat. And when a boat going down pays these duties, no duties shall be required of the same boat returning; and the reverse, a boat that has paid the duty shall not be taxed going down, some trifling present will be proper.

At the Chokey called Denoubeou, if the breadth of the boat be four cubits, such boat shall pay two hundred and fifty Tackal of lead; if under that size, for each boatman fifty Tackal.

At the Chokey called Yangansea, and the Chokey called Panglang, on the north side, no duty is to be paid, but a Tray is to be given (meaning a trifling present, not more than the value of a Rupee.)

In the Birman year 1145, a mandate was issued from the Register of the Golden Palace, that foreign merchants should have liberty to come to the capital (Golden Feet) without paying duties; nevertheless, in returning they shall pay agreeable to the rates specified in the royal mandate issued from the Durbar of the Golden Palace, nor shall more or less be demanded or accepted: but to the Chokey of Yangansea on the north side, and the Chokey Panglang on the north side, and the Chokey Koongee, and the Chokey of Loungee, no authority is granted from the Golden Palace to exact duties, and none on any pretence are to be required or received.

(Signed) VOONVING MIAZA,
Principal Minister.

A true Translation,
(Signed) M. SYMES,
Agent to the Court of Ava.

TRANSLATION

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Translation *of a Royal Order respecting the Duty to be taken on Timber.*

Guards, Chokeydars, and persons in authority, as far as the sea shore: 1795—96 King of Ava.

Whereas the Governor General of the Company, at Calcutta in Bengal, having deputed Captain Michael Symes with presents to the Golden Feet, who requests liberty for merchants to purchase, load, and take away timber, according to established and authorized custom, therefore merchants of the English nation, desirous of transporting rafts of timber down the river, shall have liberty to carry from towns and villages such timber. And as, in the year 1145, enquiry and investigation were made, respecting the amount of duties formerly taken at each of the Chokeys, his Majesty was pleased to direct, that no duties should be taken, except what are specified therein; for that reason it is now ordered, that no duties shall be taken at Chokeys on timber going down, nor any impost exacted on wood, except five per cent. payable at Rangoon, agreeable to former regulation.

(Signed) Voonvino Meoza,
Principal Minister.

No. LI.

Agreement *with the* Nabob Vizier Asoph ul Dowlah, *for the pay of an additional Regiment of Cavalry.*

Translation *of an Agreement entered into by his Excellency the* Nawaub Vizier *with the Honorable the* Govenor General *at* Lucknow, *executed the 20th of March*, 1797. A.D. 1797 Asoph-ul-Dowlah.

The Governor General having represented to his Excellency the Vizier the late very great encrease of the Company's military establishment, by the addition of several regiments of cavalry, both European and native, and in compliance with the Company's or-

z ders,

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A.D. 1797 ders, solicited his Excellency's assistance to defray the consequent additional expence, his
Asoph-ul-Dowlah. Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bona fide* expences of a regiment of European, and one of native cavalry, that is to say two regiments (the amount of which expences, however, the Governor General cannot at present specify) provided they shall not exceed, upon every account, five lacks and a half of Rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysaac of the present Fusly year.

A true Translation,

(*Signed*) N. B. EDMONSTONE,
Persian Translator to the Government.

No. LII.

TREATY *with the* Rajah *of* Travancore, *as originally proposed by the* Government of Bombay, *and afterwards amended and finally concluded and ratified, by the* Governor General in Council *of* Bengal, 1797.

A.D. 1797
Rajah of Travancore.

PROPOSED TERMS *for a* TREATY *of future perpetual Friendship, Alliance, and Subsidy, between the Honorable* East-India Company *and* Rajah Ram Raje Behauder, *the reigning* Rajah *of* Travancore, *concerted between the Honorable* Jonathan Duncan, Esq. *Governor of Bombay, on the part of the Honorable* Sir John Shore, *Baronet, the Governor General in Council of* Fort William *in* Bengal, *in virtue of the Powers vested in him by the King and Parliament of* Great Britain, *and by the* East-India Company, *to direct and controul the political Affairs of all the* Company's *Settlements in* India, *on the one Part, and the said reigning* Rajah *of* Travancore, *on the other.*

In consideration of the Rajah's application to the Bengal Government, in the month of September, 1793, to have a permanent Treaty concluded with the English East-India Company,

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Company to settle and fix the terms of their old friendship and alliance, and for the defence of his country against foreign enemies, the result is contained in the following articles: A.D. 1797 Rajah of Travancore.

ARTICLE I.

Before the breaking out of the last war between the Honorable Company and Tippoo Sultan, the three Talooks of Paroor, Alungaar, and Hoonutnaar, made part of the Rajah of Travancore's country, and having by the said Sultan been included in his cessions to the Honorable Company by the Treaty of Peace of the 18th of March, 1792, the said Company do, in view to their ancient friendship with, and the plea of right preferred by the Rajah of Travancore, renounce every claim that they may have had to the Talooks in question, and all the said three Talooks are accordingly left on the former footing, as part of the said Rajah's country.

ARTICLE II.

If any power or states, near or remote, by sea or land, shall, without aggression on the part of the Rajah of Travancore, attempt or begin hostility and war upon the country of the said Rajah, or his successors, under such circumstances the expulsion of, and the protection of the country against such enemies, rest with the Company's Government.

ARTICLE III.

In consideration of the stipulation in the second article, the Rajah of Travancore doth engage, for himself and his successors, to pay annually, at Anjengo, both in peace and war, a sum equivalent to the expence of three of the Honorable Company's battalions of Sepoys, together with a Company of European artillery, and two companies of Lascars.

ARTICLE IV.

The Company stipulate, that this force of infantry and artillery shall, if the Rajah desire it, always be stationed in his country, or on the frontiers near it, or in any other part, within the Company's possessions, where he shall prefer, and they shall always be in readiness. And in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies, who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached, or otherwise he is, immediately on such requisition, to procure instructions, and the sanction of his said superiors, for repelling such invasion; but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the urgency of the danger, or attack from without, shall not admit of deferring the necessary operations, till the orders of the Government of such Presidency can be received, the commanding officer is, under such circumstances, to apply immediately, and without objection, the force under his command to the defence and protection

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A.D. 1797 — Rajah of Travancore.

of the Rajah and his successors. And should it so happen, that the aforesaid force, and the Rajah's own army, be at any time found unequal to cope with, and defend the country against the superior force of the enemy, the expence of such further troops, as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost; nor shall their Government anywise object to furnish such additional force, the expence of which shall, in no respect, be chargeable on the Rajah or his successors, nor shall the Company ever apply for, or demand any sum on that account, nor possess any plea or claim to make any further requisition for pecuniary aid from the Rajah or his successors, by reason of any warfare or hostility that may hereafter eventually occur.

ARTICLE V.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks, it is therefore to be clearly and distinctly understood between the parties, that the Rajahs, present and future, are not to commit any hostile aggression towards any other state, whether Indian or European; and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honorable Company's Government, who will determine thereon, according to justice and policy, and mutual concert.

ARTICLE VI.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military capacity, nor allow to remain within his dominions, as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the East-India Company; nor, under any circumstances of peace or war, allow any European nation to obtain settlements (*i. e.* territory, or places under their own authority) within the same, nor enter into any new engagements with any European or Indian states, without the previous concurrence of the British Government in India.

ARTICLE VII.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah, for the time being to furnish such aid, to such extent, and in such numbers, as may be in his power, from his regular infantry and cavalry, exclusive of the native Nyrs of his country; which succours, thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far, by the Company's Government, on either side of the Peninsula, as to Madura and Calicut, and to be, during such service, at the Company's expence, and under their orders.

ARTICLE

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A.D. 1797
Rajah of Travancore.

ARTICLE VIII.

That the pepper contract with the Company shall continue in perpetuity, liable, however, after the expiration of the period of the existing contract, to such modifications, as to price, period, or quantity, as may, from time to time, be agreed upon between the parties.

ARTICLE IX.

The Company engage not to impede, in anywise, the course of the rule, or of the administration of the Rajah of Travancore's Government, nor at all to possess themselves, or enter upon any part of what regards the management of the present Rajah's or his successors' country. At the same time it is provided, that all the former agreements between the Honorable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddova, or Erowa, and to the Company's privileges, in respect to trade, throughout the Rajah's dominions, remain in full force, according to the practice hitherto: and as, otherwise, the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation, as a tributary to the Carnatic, concerning which the Rajah of Travancore doth, in the sincerity of his heart, of his own accord, acknowledge and declare, that in the line of his firm fealty, as from of old established, towards the Sircar of the Soobah of Arcot, there shall never occur any difference or deviation.

ARTICLE X.

All unsettled claims of a pecuniary nature, which the contracting parties may have had upon each other, relative to warlike expences, up to the period of the conclusion of the Treaty of Peace with Tippoo Sultan, under date the 18th of March, 1792, shall be cancelled, and declared null and void.

ARTICLE XI.

The Company engage, that none of the Rajahs of Malabar, under their jurisdiction, shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore, or of his successors: and both the contracting parties engage not to give shelter to the rebels, whosoever they may be, of either of the two states, within the country of Malabar, but, on the contrary, to seize on, and mutually to deliver up such persons.

ARTICLE XII.

On the commercial vessels of the said Rajah frequenting any of the ports in India, appertaining to the Honorable Company, they shall obtain every requisite assistance and supply, on paying for the same; and, in like manner, the Honorable Company's ships shall experience the like assistance and supply, in the ports and roads of his country.

This

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A.D. 1797
Rajah of Travancore.

This proposed Treaty, consisting of twelve articles, has been concerted in the neighbourhood of Anjengo, on the 17th of November, 1795, of the Christian æra, corresponding with the 5th of Kartikee, 971 of the Malabar style, between the reigning Rajah of Travancore and the Honorable Jonathan Duncan, Esq. Governor of Bombay, on this footing: that the said proposed Treaty shall, by the latter, be transmitted to the Honorable the Governor General in Council, when, after his approval, he will forward it to England; and having there also been approved, is, within two years, to be returned, under the seal and ratification of the Company, in the accustomed form, and delivered to the Rajah, from which time the preceding concerted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to, by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall, without fail, be annually paid in cash, at Anjengo, in three equal Kists, or instalments, at the expiration of every four months.

(*Signed*) J. Duncan.

Temporary Engagement *with the* Rajah of Travancore, *17th November* 1795.

Temporary Engagement *between the Honorable* East-India Company *and* Rajah Ram Raje Behauder, *the reigning* Rajah of Travancore, *settled by the Honorable* Jonathan Duncan, Esq. *Governor of Bombay,* on the *Part of the Honorable* Company, *in consequence of Instructions from the Honorable* Sir John Shore, *Baronet, Governor General in Council of* Fort William, *in* Bengal, *in virtue of the Powers vested in him by the King and Parliament of* Great-Britain, *and by the* East-India Company, *to direct and controul the political Affairs of all the* Company's *Settlements in* India, *on the one Part, and by the said reigning* Rajah *on the other.*

ARTICLE I.

Until the receipt, within two years, of the approbation and ratification from Great-Britain, of the proposed terms of Treaty of future perpetual friendship, alliance, and subsidy, as written this day, the 17th of November 1795, or 5th of Cartikee, 971 Malabar style, and to be then in full force, and observed on both sides, the following articles shall constitute the rule of guidance.

ARTICLE

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Rajah of Travancore.

ARTICLE II.

The Rajah of Travancore shall, from the 17th of November 1795, or 5th of Cartikee, Malabar style, pay to the Company, in the manner noticed in the third article of the proposed terms of a perpetual Treaty, a sum equivalent to the expense of one battalion of the Honorable Company's Sepoys, which battalion shall be kept ready for his service, whenever he stands in need thereof and shall call for the same, to defend his country against external force; for which defence the Company engage, in the manner, and under the conditions inserted under the fourth and fifth articles of the proposed terms of a perpetual Treaty, under this further clause, that if, during this interval, the said Rajah shall find occasion to call for more than one battalion to his assistance, he is, in such case, to pay to the Honorable Company a sum equal to the expence of two battalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE III.

During the said interval, or until the arrival from Great-Britain of the approval of the proposed terms of a perpetual Treaty, the Rajah of Travancore is to be liable to furnish and maintain at his own expence, on the requisition of the Company's Governor at Bombay or Madras, one complete battalion of his troops, to serve under the command of the British officer, in conjunction with the English forces, on either side, between Madura and Calicut, in garrison or in the field, for such period or periods, within the said interval, as the assistance of the said battalion may be required; and any troops required beyond this battalion, the Rajah is, to the utmost of his ability, to furnish, on the terms and to the extent of the seventh article of the proposed terms of the perpetual Treaty.

This agreement, consisting of three articles, is settled in the neighbourhood of Anjengo, on the 17th of November, 1795, corresponding with the 5th of Cartikee, 971 Malabar style, by the said reigning Rajah of Travancore and Mr. Duncan, by whom a copy thereof shall be sent to the Honorable Sir John Shore, Baronet, Governor General in Council, who on approving thereof is, within two months of this date, to signify his ratification of the same, by a letter from the Governor General to the Rajah Ram Raje Behauder, from the receipt of which letter this engagement is to become finally binding on the contracting parties, and to be in the meantime, or from this date till the expiration of the two months allowed for the receipt of the answer from Bengal, literally observed on both sides. The amount of the subsidy, under this temporary engagement, shall, without fail, be annually paid in cash, in three equal Kists, or instalments, at the expiration of every four months, at Anjengo.

(Signed) J. Duncan.

Whereas,

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Rajah of Travancore.

Whereas, in the seventh article of the above Treaty, the following words occur, "which succours, thus furnishable by the Rajah, as far as shall be consistent with the "safety of his own country, shall be liable to be employed as far, by the Company's "Government, on either side of the Peninsula, as to Madura and Calicut," and these terms being deemed not sufficiently expressive of the intentions of the contracting parties, they hereby mutually agree, that the words, "and the boundary of the Cavai," be added, immediately after the word, "Calicut," and that accordingly the said article stand as follows:

"ARTICLE VII.

"When the Company shall require of the Rajah of Travancore any aid of his "troops to assist them in war, it shall be incumbent on the said reigning Rajah, for the "time being, to furnish such aid, to such extent, and in such numbers, as may be in "his power, from his regular infantry and cavalry, exclusive of the native Nayers of "his country; which succours, thus furnishable by the Rajah, as far as shall be consistent "with the safety of his own country, shall be liable to be employed, as far, by the "Company's Government, on either side of the Peninsula, as to Madura and Calicut, "and the boundary of the Cavai, and to be, during such service, at the Company's "expence, and under their orders."

The above Treaty having been transmitted to the Honorable Court of Directors for the Affairs of the United Company of Merchants of England trading to the East-Indies, for their confirmation, agreeably to the stipulation therein contained, and the Honorable Court having expressed their assent to the several articles of the said Treaty, including the amended article subjoined to the original articles, the said Treaty, including the amended article, is hereby ratified on the part of the said Company. In testimony whereof we, the Governor General and the Members of the Supreme Council, have affixed thereto the seal of the said Company, and our signatures, at Fort William in Bengal, the 18th day of the month of May, in the year 1797 of the Christian era.

(L.S.)

A true Copy,

(Signed) G. H. Barlow,

Secretary to the Government.

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No. LIII.

Treaty *between the* Nawaub Vizier Saadit Ali Khan Behader, 1798.

A.D. 1798 Saadit Ali.

Whereas various Treaties have been concluded at different times, between the late Nawab Shujah ud Dowlah Behader, and the Nabob Asoph ud Dowlah Behader and the Honorable the English East-India Company, to the mutual advantage of their respective dominions, the Nawab Vizier ul Momaluck Yemeen ud Dowlah Nazim ul Mulk Saadit Ali Khan Behader Mobârez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East-India Company, with a view to perpetuate the amity subsisting between the two states, and the advantages reciprocally resulting from it, now agree to the following articles:

ARTICLE I.

That the peace, friendship, and union, so long subsisting between the two states, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former treaties and agreements between the two states, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE II.

By the existing Treaties between the states, the Honorable the East-India Company are bound to defend the dominions of his Highness the Nawab Saadit Ali Khan against all enemies. And with a view to enable them to fulfil this Engagement, and at the same time provide for the protection of their own dominions, the English Company having largely encreased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nawab Saadit Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nawab Asoph ud Dowlah to the English Company, being fifty-six lacks, seventy-seven thousand, six hundred and thirty-eight Rupees, to pay in perpetuity the further sum of nineteen lacks, twenty-two thousand, three hundred and sixty-two Rupees, making altogether the sum of seventy-six lacks of Rupees. The said Rupees to be Oude Sicca Rupees, of the present weight and standard.

ARTICLE III.

The above subsidy of seventy-six lacks of Oude Sicca Rupees is to commence from the 21st day of January, 1798, the date of the accession of the Nawab Saadit Ali Khan

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A.D. 1798 Saadit Ali. to the Musnud of Oude; and the said Nabob engages, that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude Sicca Rupees, five Anas, four Pice, of the present weight and standard, according to the Kistbundy annexed.

ARTICLE IV.

That the arrears of subsidy due upon former engagements to the 21st of January, 1798, also be immediately discharged.

ARTICLE V.

The Nawab Saadit Ali Khan agrees, that an annual allowance of one lack fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly Kists, of twelve thousand five hundred Rupees, to the English Company, who will pay the same to Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

ARTICLE VI.

The stipends to the Begums and Princes at Benares, amounting to two lacks four thousand Rupees, per annum, and the Furruckabad pensions amounting to twenty-three thousand six hundred and thirty-eight Rupees, are included in the above sum of seventy-six lacks of Oude Sicca Rupees.

ARTICLE VII.

The Governor General, Sir John Shore, Baronet, on the part of the East-India Company, agrees, that the English forces maintained in the country of Oude, for its defence, shall never consist of less than ten thousand men including Europeans and Natives, cavalry, infantry, and artillery. And if, at any time, it should become necessary to augment the troops of the Company in Oude beyond the number of thirteen thousaud men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadit Ali Khan agrees to pay the actual difference occasioned by the excess above that number; and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend of seventy-six lacks of Rupees, equal to the actual difference of men below the specified number.

ARTICLE VIII.

As the English Company are not possessed of any fortress in the dominions of Oude, the Nabob Saadit Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the fort of Allahabad, with all its buildings and appurtenances, and the Gauts immediately dependent upon the fort, together with as much land surrounding the fort as may be necessary for the purpose of an esplanade, the Company agreeing to be answerable to the Nabob for the amount of the Revenue collected from

from the said Gauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of this fort, provided that it do not exceed the sum of eight lacks of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lacks of Rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expence to which it is applicable. And the said Nabob Saadit Ali Khan Behader, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the fort of Futtyghur, withing six months from the date of this engagement, a sum, not exceeding, on the whole, three lacks of Oude Sicca Rupees. A.D. 1798 Saadit Ali.

ARTICLE IX.

If, for the better protection and defence of the dominions of the Nawab Saadit Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futtyghur, the Nabob Saadit Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expence attending their removal and making cantonments for the troops.

ARTICLE X.

As the English Company have incurred a considerable expence, by their exertions in establishing the right of the Nabob Saadit Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lacks of Oude Sicca Rupees.

ARTICLE XI.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy stated in the second and third articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated Kist with punctuality: but if, contrary to the sincere intentions and exertions of the said Nabob, the payment of the Kists should fall into arrears, the said Nabob Saadit Ali Khan engages and promises, that he will then give such security to the Company, for the discharge of the existing arrears, and the future regular payment of the Kists, as shall be deemed satisfactory.

ARTICLE XII.

Whereas, by the engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably encreased, and many other permanent charges upon his Excellency are incurred, on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, &c. as may be requisite, and are consistent with his Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and in concert with them devise the proper objects of such reductions, and the best means of effecting them.

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A.D. 1798
Saadit Ali.

ARTICLE XIII.

As the political interests of the Nabob Saadit Ali Khan and the English Company are the same, it is expedient and agreed, that all correspondence between the Nabob Saadit Ali Khan and any foreign power or state shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadit Ali Khan agrees and promises, that no correspondence, contrary to the tenor of this article, shall be carried on by him.

ARTICLE XIV.

As the stipulations in the Commercial Treaty between the two states have not been enforced with due attention, particularly in the dominions of the Nawaub Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

ARTICLE XV.

The Nabob Saadit Ali Khan engages and promises, that he will not entertain any Europeans, of any description, in his service, nor allow any to settle in his country, without the consent of the Company.

ARTICLE XVI.

The Nabob Saadit Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Asoph ud Dowlah, and willingly promises to take them under his protection.

ARTICLE XVII.

The Nabob Vizier ul Momalik Saadit Ali Khan Behader, for himself and his heirs, and the Governor General, Sir John Shore, Baronet, on the part of the East-India Company, respectively promise to observe, sincerely and strictly, all the articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty, and all the articles settled by it; that all transactions between the two states shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundy (or Instalment) for the Payment of the annual Subsidy.

1st Kist, for the month of January, payable on the 1st of February -	6,33,333	5	4
2d Kist, for the month of February, payable on the 1st of March -	6,33,333	5	4
3d Kist, for the month of March, payable on the 1st of April - -	6,33,333	5	4
4th Kist, for the month of April, payable on the 1st of May - -	6,33,333	5	4
5th Kist, for the month of May, payable on the 1st of June - -	6,33,333	5	4

6th

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Saadit Ali.

6th Kist, for the month of June, payable on the 1st of July - -	6,33,333	5	4
7th Kist, for the month of July, payable on the 1st of August - -	6,33,333	5	4
8th Kist, for the month of August, payable on the 1st of September -	6,33,333	5	4
9th Kist, for the month of September, payable on the 1st of October -	6,33,333	5	4
10th Kist, for the month of October, payable on the 1st of November	6,33,333	5	4
11th Kist, for the month of November, payable on the 1st of December	6,33,333	5	4
12th Kist, for the month of December, payable on the 1st of January	6,33,333	5	4
Total Sicca Rupees	76,00,000	0	0

Signed and sealed by Sir John Shore, on the part of the Company, and the seal of the Nawab Saadit Ali Khan affixed to the Persian copy, 21st February, 1798.

A true Copy,
(Signed) G. H. Barlow,
Secretary to the Government.

No. LIV.

Engagement *executed by the* Nabob Saadit Ali Khan *to the* Bhow Begum *(Mother of the late* Nabob Asof ud Dowlah) *under the guarantee of the Company, February 7th* 1798.

The Nabob Vizier Saadit Alli Khan, being impressed with sentiments of the sincerest respect and regard for her Highness the Bhow Begum, and fully relying on her friendship and assistance in his affairs, whenever requisite, promises to shew her every degree of respect and attention, and do every thing to promote her convenience and comfort; as a proof of which, the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehl shall be paid by her Highness, and the Mohaul of Goanda be made over to her, as a Taydaud, for that purpose. And as a public demonstration of the said Nabob's cordial respect and attention towards her Highness, he further consents, that the Mohauls of Oude, Putchum rout Mungulsee, being situated in the vicinity of Fyzabad, which has long

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A.D. 1798 Saadit Ali. long been her fixed residence, be ceded to her in Jaghire, and that the English East-India Company be considered as guarantees to this Engagement; in testimony whereof the said Nabob has hereunto set his seal, and the Governor General his signature.

No. LV.

A.D. 1798 The Nyzam.

Treaty *with the* Nyzam, *with two separate Articles,* 1798.

An enlarged perpetual Subsidiary Treaty *between the* Honorable United English East-India Company *and his Highness the* Nawaub Nizam ul Mulk Asoph Jah Behauder, Soubadar *of the* Deckan, *his Children, Heirs,* and *Successors, settled by* Captain James Achilles Kirkpatrick, *by virtue of the Powers delegated to him by the Right Honorable* Richard Earl of Mornington, *Knight of the Most Honorable Order of St. Patrick, one of his Britannick Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the* Honorable Court of Directors *of the said* Honorable East-India Company *to direct and control all their Affairs in the* East-Indies.

Whereas his Highness Nizam ul Mulk Asoph Jah Behauder has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honorable Company's troops at present serving his Highness, the Right Honorable Earl of Mornington, Governor General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultaun, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic, against the English Nation, and by actually receiving a body of French troops into his dominions and immediate pay, rendering it indispensibly necessary that effectual measures, for the mutual defence of their respective possessions, should be immediately taken by the three Allied Powers, united in a defensive league against the aforesaid Tippoo Sultaun, the aforesaid Governor General, in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of his Highness the Nizam, to enter, in behalf of the Honorable United English East-India Company,

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Company, into certain engagements with his Highness Nizam ul Mulk Asoph Jah Behauder, for a permanent increase of the Honorable Company's troops in his Highness's pay, in the proportion, and on the condition specified in the following articles, which must be understood to be of full validity, when this Treaty shall be returned, signed and sealed by the Governor General.

ARTICLE I.

Such parts of the letter from Earl Cornwallis to his Highness the Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty, as relate to the stationing of troops with his Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peshwa shall hereafter consent to any alterations in those conditions, and his Highness likewise approve of the same.

ARTICLE II.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often, and in such manner, as the Company's Government may require; provided, withal, that no diminution takes place, by such means, in the stipulated number to be stationed with his Highness.

ARTICLE III.

The proposed reinforcement of subsidiary troops shall be in the pay of this state, from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which, including the present detachment, is to amount to six thousand Sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necesssary appurtenances, is Rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments; that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued, without hesitation, from his Highness's treasury: and should the aforesaid instalments happen to fall, at any time, the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current Kist of Peshcuch payable to his Highness on account of the northern Sircars. Should it any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, in the stated periods, in such case assignments shall be granted on the collections of certain districts in the state, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE

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A.D. 1798
The Nyzam.

ARTICLE IV.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted, agreeably to the practice that obtained with the former detachment. A place, likewise, shall be fixed on, as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the state, a person of respectability, and who is a servant of this Sirkar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated, in all respects, in a manner suitable to the greatness and dignity of both states.

ARTICLE V.

The said subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of his Highness, his heirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the dominions of this state; but it is not to be employed on trifling occasions; nor like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE VI.

Immediately upon the arrival of the subsidiary force at Hydrabad, the whole of the officers and servants of the French party are to be dismissed, and the troops composing it dispersed, and disorganized, that no trace of the former establishment shall remain. And his Highness hereby engages, for himself, his heirs, and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his chiefs or dependents, nor be suffered to remain in any part of his Highness's dominions; nor shall any Europeans whatever be admitted into the service of this state, nor be permitted to remain within its territories, without the knowledge and consent of the Company's government.

ARTICLE VII.

The whole of the French and Sepoy deserters from the Company's service, that may be in the French or any other party of troops belonging to this state, are to be seized, and delivered up to the British Resident; and no persons of the above description are to be allowed refuge, in future, in his Highness's territories, but are, on the contrary, to be seized without delay, and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, but Sepoy deserters from the service of his Highness shall, in like manner, be seized and delivered up without delay.

ARTICLE

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ARTICLE VIII.

Whereas his Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on disposing and disorganizing the troops commanded by them, as specified in the sixth article, and on entertaining a perpetual standing force of the Honorable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to his Highness the Nizam, mentioned in the first article, it is therefore agreed, with a view to the mutual benefit of his Highness and the Paishwa, and the happiness of their respective subjects, that the Company's Government will use their best endeavours to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a clause as shall set each at ease with regard to the other. Should the Paishwa, however, not accede to a proposal so highly advantageous and profitable to both Governments, and differences hereafter arise between the two states, namely, that of the Nawaub Asoph Jah Behader and of Row Pundit Purdhan, in such case the English Government hereby engage, that interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: the Nabob Asoph Jah Behader accordingly hereby engages never to commit, on his part, any excess or aggression against the Sircar of Row Pundit Purdhan; and in the event of such differences arising, whatever adjustment of them the English Government, weighing things in the scale of truth and justiee, may determine upon, shall, without hesitatiou or objection, meet with full approbation and acquiescence.

ARTICLE IX.

All former treaties between the English and the Government of the Nawaub Asoph Jah and the Peshwa remain in full force. Should hereafter the Row Pundit Purdhan express a desire to enter into subsidiary engagements, similar to the present, with the Company, the Nawaub Asoph Jah will most readily give his concurrence.

ARTICLE X.

This enlarged Subsidiary Treaty, consisting of ten articles, being this day settled by Captain Kirkpatrick with the Nawaub Asoph Jah Behader, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawaub, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to his Highness, in the space of fifty days, a ratified copy from the Governor General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed

 by

A.D. 1798 The Nyzam. by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed, at Hydrabad, the 1st September, Anno Domini 1798, or 19th Rubby ul Awul, Anno Higeræ 1213.

(*Signed*) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLES *appertaining to the Treaty with the Nizam.*

SEPARATE ARTICLES *appertaining to the perpetual* SUBSIDIARY TREATY *concluded between the* Honorable English East-India Company *and his Highness the* Nawaub Asoph Jah Behauder, *on the 1st of September, Anno Domini* 1798, *or 19th* Rubby-ul-Awul, *Anno* Higeræ 1213.

Whereas, in conformity to a wish expressed by his Highness the Nizam, the stipulation in the sixth article of the Subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate one, his Highness hereby engages, that after the arrival of the Company's troops at Hydrabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Sircar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all Talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever, attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hydrabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed, that the Frenchmen, thus delivered up, shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed

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at the Company's expense, and with as little restraint as possible, to England, and from thence be sent, by the first favorable opportunity, to France, without being detained for a cartel or exchange of prisoners. A.D. 1798 The Nyzam.

Signed, sealed, and exchanged, at Hydrabad, the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Higeræ 1213.

(Signed) KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLE *appertaining to the perpetual* SUBSIDIARY TREATY *concluded between the* Honorable English East-India Company *and his Highness the* Nawaub Asoph Jah Behauder, *on the 1st September, Anno Domini* 1798, or 19th Rubby-ul-Owul, *Anno* Higeræ 1213.

No correspondence on affairs of importance shall, in future, on any account, be carried on with the Sirkar of Rao Pundit Purdhaun, or with any of his dependants, either by the Nawaub Asoph Jah Behauder or by the Honorable Company's Government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Purdhaun or his dependants, a reciprocal communication of the same shall be made to the other contracting party, without delay and without reserve.

Signed, sealed, and exchanged, at Hyderabad, the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Higeræ, 1213.

(Signed) KIRKPATRICK,
Acting Resident.

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No. LVI.

AGREEMENT *with the* Imaum *of* Muscat, 1800.

A.D. 1800 Imaum of Muscat.

An AGREEMENT *entered into by the* Imaum *of the State of* Oman, *with* Captain John Malcolm Bahader, *Envoy from the Right Honorable the* Governor General, *dated the* 21*st of* Shaban, 1213 Higeræ, *or* 18*th January*, 1800.

ARTICLE I.

The Coulnamah entered into by the Imaum of Oman with Mehedi Alli Khan Bahader remains fixed and in full force.

ARTICLE II.

As improper reports, of a tendency to interrupt the existing harmony, and create misunderstanding between the two states, have gone abroad, and have been communicated to the Right Honorable the Governor General the Earl of Mornington, K. P., with a view to prevent such evils in future, we, actuated by sentiments of reciprocal friendship, agree, that an English gentleman of respectability, on the part of the Honorable Company, shall always reside at the Port of Muscat, and be an Agent, through whom all intercourse between the states shall be conducted, in order that the actions of each Government may be fairly and justly stated, and that no opportunity may be afforded to designing men, who are ever eager to promote dissensions, and that the friendship of the two states may remain unshook till the end of time, and till the sun and moon have finished their revolving career.

Sealed in my presence,

(LS) *(Signed)* JOHN MALCOLM,

Envoy.

No. LVII.

TREATY *with the* Nyzam, 1800.

A.D. 1800 The Nyzam.

TREATY *of perpetual and general* DEFENSIVE ALLIANCE, *between the* Honorable the English East-India Company *and his Highness the* Nabob Nizam ul Mulk Asoph Jah Behauder,

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Behauder, Soubahdar *of the* Decan, *his Children, Heirs, and Successors; settled* *by* Captain James Achilles Kirkpatrick, *Resident at the Court of his Highness, by virtue of the Powers delegated to him by the Most Noble* Richard Marquis Wellesley, *&c. &c. &c.* A.D. 1800 The Nyzam.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted, for a length of time, between the Honorable Company and his Highness the Nabob Nizam ul Mulk Asoph Jah Behauder, and have been cemented and strengthened by several Treaties of Alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord, having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honor. These powers, adverting to the complexion of the times, have determined, on principles of precaution and foresight, and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions, or unjust incroachments, of all or of any enemies whatever.

ARTICLE I.

The peace, union, and friendship, so long subsisting between the two states, shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two states, now in force, and not contrary to the tenor of this Agreement, shall be confirmed by it.

ARTICLE II.

If any power or state whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

ARTICLE III.

For the more distinct explanation of the true intent and effect of this agreement, the Governor General in Council, on behalf of the Honorable Company, hereby declares, that the British Government will never permit any power or state, whatever, to commit with impunity, any act of unprovoked hostility or aggression against the rights or territories of his Highness the Nizam, but will, at all times, maintain the same, in the same manner as the rights and territories of the Honorable Company are now maintained.

ARTICLE

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ARTICLE III.*

With a view to fulfil this Treaty of general defence and protection, his Highness the Nabob Asoph Jah agrees, that two battalions of Sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen, shall be added, in perpetuity, to the present permanent subsidiary force of six battalions of Sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honorable East-India Company to his Highness shall hence-forward consist of eight battalions of Sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse) with their requisite complement of guns, European artillerymen, Lascars, and pioneers, fully equipped with warlike stores, and ammunition; which force is to be stationed, in perpetuity, in his Highness's territories.

ARTICLE IV.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into his Highness's territories.

ARTICLE V.

For the regular payment of the whole expense of the said augmented subsidiary force consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) his Highness the Nabob Asoph Jah hereby assigns and cedes to the Honorable East-India Company, in perpetuity, all the territories acquired by his Highness, under the Treaty of Seringapatam, on the 18th March, 1792, and also all the territories acquired by his Highness, under the Treaty of Mysore, on the 22d June, 1799, according to the Schedule annexed to this Treaty.

ARTICLE VI.

Certain of the territories, ceded by the foregoing article to the Honorable Company, being inconvenient, from their situation to the northward of the river Toombuddrah, his Highness the Nabob Asoph Jah, for the purpose of rendering the boundary line of the Honorable Company's possessions a good and well defined one, agrees to retain the districts in question, namely, Copul, Gujjinderghur, and others (as marked in the annexed schedule) in his own possession; and, in lieu thereof, assigns and cedes, in full and in perpetuity, to the Honourable Company, the district of Adoni, together with whatever other territory his Highness may be possessed of, or is dependant on his Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE

* Sic orig.

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ARTICLE VII.

The territories to be assigned and ceded to the Honorable Company by the fifth article, or in consequence of the change stipulated in the sixth article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE VIII.

Whereas the actual produce of a considerable portion of the districts ceded to the Honorable Company by Article VI. is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected, for a long course of years, to reach their said nominal value; and whereas differences might hereafter arise between the contracting parties, with respect to the real value of the same, and the friendship and harmony, happily subsisting between the contracting parties, be disturbed, by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two states, the said East-India Company agrees to accept the said districts (with the reservation stated in the sixth article) as a full and complete satisfaction for all demands, on account of the pay and charges of the said subsidiary force, and therefore to whatever extent, or for whatever length of time, the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by his Highness, on account of the said subsidiary force, no demands shall ever be made by the Honorable Company upon the treasury of his Highness, on account of any such deficiency, or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views, hereby renounces all claim to any arrears or balances which may be due to him from the said districts, at the period of their cession to the Honorable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by his Highness, on account of the said subsidiary force, the true intention and meaning of this article being, that the cession of the said districts, and the exchanges stipulated in the sixth article, shall be considered as a final close and termination of accounts between the contracting parties, with respect to the charges of the said subsidiary force.

ARTICLE IX.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to his Highness Asoph Jah, that the Honorable Company's officers are prepared to take charge of the districts ceded by the fifth article, his Highness will immediately issue the necessary Perwannahs, or orders, to his officers, to deliver over charge of the same to the officers of the Company; and it is hereby stipulated and agreed, that all collections made by his Highness's officers, subsequent to the date of the said Perwannahs, or orders, and before

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before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honorable Company.

ARTICLE X.

All forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honorable Company with the said districts; and his Highness the Nabob Asoph Jah engages, that the said forts shall be delivered to the Honorable Company, as nearly as possible in the same state as that in which his Highness received them.

ARTICLE XI.

His Highness the Nabob Asoph Jah will continue to pay the subsidy of the former subsidiary force, and also that of the additional troops, from his treasury, in the same manner as hitherto observed, until the Honorable East-India Company's officers shall have obtained complete possession from his Highness's officers of the country ceded to the said Company by the fifth article. The Company will not claim any payments of subsidy from his Highness's treasury, after their officers shall have obtained possession of the said districts from the officers of his Highness.

ARTICLE XII.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and, for that purpose, will, at all times, be ready to enter into amicable explanations with other states, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then his Highness the Nabob Asoph Jah engages, that, with the reserve of two battalions of Sepoys, which are to remain near his Highness's person, the residue of the British subsidiary force (consisting of six battalions of Sepoys and two regiments of cavalry, with artillery) joined by six thousand infantry and nine thousand horse of his Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and his Highness further engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able so supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war, the Honorable Company, in the same manner, engaging on their part, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish, over and above the said subsidiary force.

ARTICLE

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ARTICLE XIII.

Whenever war shall appear probable, his Highness the Nabob Asoph Jah engages to collect as many Benjarries as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE XIV.

Grain, and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels, required for the use of the subsidiary force, shall, in proportion to its present augmentation, be, as heretofore, entirely exempted from duties.

ARTICLE XV.

As by the present Treaty the union and friendship of the two states are so firmly cemented, as that they may be considered as one and the same, his Highness the Nizam engages neither to commence nor to pursue, in future, any negociations with any other power whatever, without giving previous notice, and entering into mutual consultation with the Honorable East-India Company's Government; and the Honorable Company's Government, on their part, hereby declare, that they have no manner of concern with any of his Highness's children, relations, subjects, or servants, with respect to whom his Highness is absolute.

ARTICLE XVI.

As, by the present Treaty of general defensive Alliance, mutual defence, and defence against all enemies are established, his Highness the Nabob Asoph Jah consequently engages, never to commit any act of hostility or aggression against any power whatever; and in the event of differences arising, whatever adjustment of them the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XVII.

By the present Treaty of general defensive Alliance, the ties of union, by the blessing of God, are drawn so close, that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed, that if, in future, the Shorapoor or Gudwall Zemindars, or any other subjects or dependants of his Highness's Government, should withhold the payment of the Sircar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the fact shall be duly ascertained, shall be ready, in concert with his Highness's own troops, to reduce all such offenders to obedience. And the particular interests of the two states being now, in every respect, identified, it is further mutually agreed, that if disturbances shall, at any time, break out in the districts ceded to the

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A.D. 1800
The Nyzam.

Honorable Company by this Treaty, his Highness the Nabob Asoph Jah shall permit such a portion of the subsidiary force as may be requisite, to be employed in quelling the same, within the said districts. If disturbances shall, at any time, break out in any part of his Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by his Highness the Nabob Asoph Jah, shall direct such proportion of the troops of the Company, as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within his Highness's dominions.

ARTICLE XVIII.

Whereas, by the favor of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honorable East-India Company, his Highness the Nabob Asoph Jah, his Highness the Peshwah Rao Pundit Purdhaun, and Rajah Rhagojee Bhoosillah, therefore should his Highness, Rao Pundit Purdhaun, and Rajah Rhagojee Bhoosillah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both, or either of the said powers, to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE XIX.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Scindiah to be a party to the present Treaty, whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both states, and shall give such securities for the maintenance of tranquillity, as shall appear to the contracting parties to be sufficient.

ARTICLE XX.

This Treaty, consisting of twenty articles, being this day settled by Captain James Achilles Kirkpatrick with the Nabob Asoph Jah Behauder, Captain Kirkpatrick has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Nabob, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of especial authority given to him on that behalf by the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness, in the space of thirty days, a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the Treaty executed by Captain Kirkpatrick shall be returned, but the additional subsidiary force, specified in the third article, shall be immediately

required

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required by his Highness the Nizam, and furnished by the Honorable Company, and all the other articles shall be in full force from this time. A.D. 1800 The Nyzam.

Signed, sealed, and exchanged, at Hydrabad, on the 12th October, Anno Domini 1800, or 22d Jemmadee-ul-Awul, Anno Higeræ 1215.

(Signed) J. A. KIRKPATRICK,
Resident.

A true Copy,

(Signed) THOMAS SYDENHAM,
Secretary to the Residency.

Seperate and Secret Articles.

SEPARATE *and* SECRET ARTICLES *appertaining to the Treaty of perpetual and general Defensive Alliance, concluded between the Honorable* English East-India Company *and his Highness the* Nawaub Asoph Jah Behauder, *on the 12th October, Anno Domini* 1800, *or* 22d Jemmadee-ul-Awul, *Anno* Higeræ 1215.

ARTICLE I.

The Peshwa, Rao Pundit Purdhaun, shall be admitted to the benefits of this general defensive alliance on the following conditions:

First. Rao Pundit Purdhaun shall accept the mediation of the Honorable Company's Government, for the amicable adjustment on the basis of the Treaty of Mah, of all claims or demands of Choute, and of all other claims or demands whatever, on the territories or Government of his Highness the Nabob Asoph Jah.

The British Government will also take into consideration the claims of his Highness the Nabob Asof Jah to a total exemption from Choute, and will arbitrate, on the principles of justice and equity, any question now existing, or which shall hereafter arise, relative to the same, between Rao Pundit Purdhaun and the Nabob Asoph Jah, provided Rao Pundit Purdhaun shall agree to accept the said arbitration, and Rao Pundit Purdhaun shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nabob Asoph Jah to a total exemption from Choute.

 Secondly.

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The Nyzam.

Secondly. Rao Pundit Purdhaun shall give full satisfaction to the Honorable East-India Company, on the various points depending between him and the British Government in India.

Thirdly. If Rao Pundit Purdhaun shall agree to the foregoing conditions, the Honorable East-India Company and his Highness the Nabob Asoph Jah will assist him in the restoration of his just authority in the Mahratta empire.

Fourthly. For this purpose, Rao Pundit Purdhaun shall agree to subsidize, in perpetuity, such a body of the said Company's troops, as shall hereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE II.

Rajah Rhagojee Bhooslah shall be admitted to the benefit of this general alliance on the following conditions:

First. Rajah Rhagojee Bhooslah shall accept the Honorable Company's arbitration of all unadjusted points between his Highness the Nabob Asoph Jah and the said Rajah, according to the tenor of subsisting treaties.

Secondly. Rajah Rhagojee Booslah shall agree to such equitable interchanges of territory with the Honorable East-India Company, as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE III.

If, contrary to the spirit and object of this Defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjustified or unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negotiation, according the tenor of the preceding Treaty. It is however declared, that in the event of war, and of a consequent partition of conquests between the contracting parties, his Highness the Nabob Asoph Jah shall be entitled to participate equally with the other contracting parties, in the division of every territory which may be acquired by the successful exertion of their united arms, provided his Highness the Nabob Asoph Jah shall have faithfully fulfilled all

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all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth articles thereof. A.D. 1800 The Nyzam.

Signed, sealed, and exchanged, at Hydrabad, on the 12th October, Anno Domini 1800, or 22d Jemmadee-ul-Awul, Anno Higeræ 1215.

(Signed) J. A. Kirkpatrick,
Resident.

Schedule referred to in the Treaty.

Schedule *of his Highness the* Nizam's *Territorial Acquisitions by the Treaty of Seringapatam, dated the* 18*th May*, 1792, *and by the Treaty of Mysore, dated the* 22*d June*, 1799, *and which, in conformity to the fifth and sixth Articles of the annexed Treaty, are now, together with the Talook of Adoni, and all other Talooks situated to the South of the Rivers Toombuddrah and Kistnah, ceded in full and in Perpetuity to the Honorable East-India Company.*

List of Talooks acquired by the Treaty of Seringapatam.

	C. Pagodas	F.	A.
Sidhout, 6 Talooks	81,885	9½	1
Chinnoor, 6 do.	65,427	4¾	0½
Kumlapoor, 4 do.	50,729	3¼	3
Vo-oor, 6 do.	70,684	9	2¼
Budwail, 3 do.	54,883	0	4
Jumonul Murrow, 7 do.	90,643	7	1
Kummum, 7 do.	130,148	2½	1
Kunnuckgherry, 3 do.	30,952	4¾	1
Chit-koontah, 1 do.	11,298	9¾	0
Gudtoor, 1 do.	17,846	4¼	0
Coelkonetah, 1 do.	10,224	9	3½
Opulpaho, 1 do.	10,098	1¾	1½
Nursapoor, 1 do.	8,397	5½	3

Bisspul,

A.D. 1800

The Nyzam.

	C. Pagodas.	F.	A.	
Bisspul, 1 do.	11,074	1¾	0	
Dony pahr Wurdwarum, 1 do.	12,402	3¾	1	
Poodtoor, 2 do.	22,979	4	2	9 p.
Chutwail or Muttlwaur, 8 do.	130,769	3½	1	9
Monyarel paht, 1 do.	6,000	0	0	
Nussum, 1 do.	17,802	2½	0	
Bungumpully and Chunchunmuttah, 2 do.	41,804	9½	0	
Ouak, 1 do.	20,000	0	0	
In Goody, 4 do.	51,782	8¼	0	
Bulhary and Kurkoor, 1 do.	23,000	0	0	
Weonlahwempelly, 1 do.	12,565	0	0	
Kopul, 8 do.	106,137	3½	1	
Gajjinderghun, 8 do.	101,977	9	0	
Kunnuckgherry, 1 do.	79,100	0	0	
Singaputtum oopal warrah, 1 do.	20,000	0	0	
Hunmunteond, 1 do.	15,000	0	0	
Busswahpoor, 1 do.	5,000	0	0	
Mokah	12,162	6¾	2	
In the Talook of Koorkoor	370	2¼	1	9
Total	13,16,666	6½	2	

List of Talooks acquired by the Treaty of Mysore.

	C. Pagodas.	F.	A.
Gooty (remainder of)			
Fyze Nissar (the fort and dependances)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Wurkur kunoor	8,998	0	0
Yarutty Murracherroo	5,902	0	0½
Beem Rajah	4,800	0	0
Nuttoor	2,700	0	0
Biâly Mutty Murgh	9,426	3	0
Chintumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0

Koodunty,

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A.D. 1800

The Nyzam.

	C. Pagodas.	F.	A.
Koodunty	8,800	0	0
Yarghy	22,673	0	0
Pencoondah	60,000	0	0
Minighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kunchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungherry	10,000	0	0
Raydroog (6 Talooks)	1,02,856	0	0
Kinnool Paishcush	66,666	0	0
Junymullah (1 Talook)	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Annagoondy	60,100	0	0
Kurpunkully (6 Talooks)	1,10,030	8¾	0
Wurtnahpoor, and sundry other Villages in the Chittledroog district	5,840	1¾	0
Total	7,93,300	10½	0
Grand Total	21,09,968	5	3

Districts situated North of the Toombuddrah, which, conformably to the sixth Article of the annexed Treaty, remain with his Highness the Nizam, *to be deducted from the above*, as follows:

	C. Pagodas.	F.	A.
Koopul, 8 Talooks	106,137	3½	0
Gajjirdughur, 8 do.	101,977	9	0
Kunnauckgherry 1 do.	79,100	0	0
Villages of the Anagoondy district, situated to the north of the Toombuddrah	8,710	0	0
Villages of the Tukkulcotah district, situated likewise north of the Toombuddrah	855	0	0
Retained by his Highness the Nizam	2,96,780	0½	0
Remains to the Honorable Company - C. Pagodas	18,13,188	4½	3

Add

A.D. 1800
The Nyzam.

Add the Adoni country, which together with all his Highness's remaining possessions, south of the Toombuddrah, is, by the sixth article of the annexed Treaty, ceded in exchange for the above districts to the Honorable Company - - - - - - - - Rupees 8,34,718 12 0

A true Copy,
(Signed) J. A. KIRKPATRICK,
Resident.

No. LVIII.

TREATY *with the* King of Persia, 1801.

A.D. 1801
The King of Persia.

TRANSLATION *of a* FIRMAUN *from* Futteh Ali Shauh, *King of* Persia, *and of an annexed Treaty, conluded by* Haujy Ibraheim Khaun, *Prime Minister, on the Part of the* King of Persia, *by whom he was fully empowered, and by* Captain John Malcolm, *on the part of the* English Government, *by virtue of Powers delegated to him for that Purpose by the Most Noble the* Marquis Wellesley, *K.P. Governor General of India*, &c. &c. &c.

FIRMAUN.

In the name of the beloved and great God!

The King of Persia's Seal.

The earth is the Lord's. Our august commands are issued, that the high in rank, the exalted in station, the great rulers, officers, and writers of the ports, sea coasts, and islands of the provinces of Fars and Khoozistaun, do consider themselves as particularly honored and advanced by the royal favour: and whereas, at this period, the foundations of

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of union and friendship have been cemented, and the habits of amity and intercourse have been increased between the Ministers of the Persian State, of eternal duration, and the Ministers of the high Government of the refulgent sun of the sky of royalty, greatness, and eminence, the Sovereign of the countries of England and India; and as various engagements and treaties, calculated for duration and permanence, and for mutual good understanding, have been contracted, therefore this command, from the Palace of Glory, requiring obedience, has been proclaimed, that you, high in rank, do cheerfully comply, and execute the clear sense and meaning of what has been established: and should ever any person of the French nation attempt to pass your ports or boundaries, or desire to establish themselves, either on the shores or frontiers, you are to take means to expel and extirpate them, and never to allow them to obtain a footing in any place, and you are at full liberty and authorized to disgrace and slay them. You are to look upon it as your duty, to aid and act in a friendly manner to all traders, merchants, and men of rank of the English nation, all such you are to consider as possessing the favor of the King: and you must act in conformity to the conditions of the annexed Treaty, that has been concluded between the trust-worthy of the high state, the bracelet of the graceful government, Haujy Ibraheim Khaun, and the high in rank, Captain John Malcolm. View this as an obligation. Dated the 12th of Shaubaun, in the year of the Higera 1215, corresponding with the — of January, Anno Domini 1801.

A.D. 1801

The King of Persia.

Sealed in the usual form, on the back of the Firmaun, by the following Ministers:

☐ *Seal of Haujy Ibrahiem Khaun.* ☐ *Seal of Meerza Shuffee.*

☐ —— *Meerza Reza Kouli.* ☐ —— *Meerza Assud Oollah.*

☐ —— *Meerza Reezy.* ☐ —— *Meerza Ahmud.*

☐ —— *Meerza Mortoza Kouli.* ☐ —— *Meerza Fuzullah.*

☐ —— *Meerza Yoosuf.*

TREATY ANNEXED.

PREAMBLE.

Praise be unto God, who said, "Oh you, who believe, perform your contracts, per-"form your covenants with God, when you enter into covenant with him, and violate not "your engagements after the ratification thereof." After the voice is raised to the praise

A.D. 1801

The King of Persia.

and glory of the God of the World, and the brain is perfumed with the scent of the saints and prophets (to whom be health and glory) whose rare perfections are perpetually chaunted by birds of the melodious notes,* furnished with two, three, and four pair of wings, and to the highest seated in the heavens, for whom good has been predestinated and the perfume mixed with musk, which scenteth the celestial mansions of those that sing hymns in the etherial sphere, and to the light of the flame of the most high, which gives irradiated splendour to the collected view of those who dwell in the heavenly regions, the clear meaning of [the Treaty] which has been established on a solid basis is fully explained in this page, and it is fixed as a prescription of law, that in this world of existence and trouble, and in this universe of creation and concord, there is no action among those of mankind, that tends more to the perfection of the human race, or to answer the end of their being and existence, than that of cementing friendship, and of establishing intercourse, communication, and connexion between each other. The image reflected from the mirror of accomplishment is a tree fruitful and abundant, and one that produces good, both now and hereafter. To illustrate the allusions that it has been proper to make and to explain these metaphors, worthy of exposition at this happy period of auspicious aspect, a Treaty has been concluded, between the high in dignity and the exalted in station, attended by fortune, of great and splendid power, the greatest among the high viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Haujy Ibraheim Khaun, on being granted leave, and vested with authority from the port of the high King, whose court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of Kings, the ornament in the cheek of eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman of the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the King powerful as Alexander, who has no equal among the princes exalted to majesty by the heavens in this globe, a shade from the shade of the most high, a Khooroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

[*Arabic Verse.*]

"Thy benevolence is universally dispensed, every where drops are scattered. Thy kindness shadows cities; may God fix firm the basis of thy dominion, and may God fix and extend thy power over the servants of the Almighty!" And the high in dignity, the

* Metaphorically, angels.

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the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India, may G-d strengthen his territories and establish his glory and commands upon the seas) in the manner explained in his credentials, which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India.

A.D. 1801

The King of Persia.

This Treaty between these two great states shall be binding on race after race, and the two Governments must ever, while the world exists, act in conformity to what is now settled.

ARTICLE I.

As long as the sun, illuminating the circle of the two great contracting powers, shines on their sovereign dominions, and bestows light on the whole world, the beautiful image of excellent union shall remain fixed on the mirror of duration and perpetuity, the thread of shameful enmity and distance shall be cut, conditions of mutual aid and assistance between the two states shall be instituted, and all causes of hatred and hostility shall be banished.

ARTICLE II.

If the King of the Afghauns should ever shew a resolution to invade India, which is subject to the government of the monarch (abovementioned) the prince of high rank, the King of England, an army overthrowing mountains, furnished with all warlike stores, shall be appointed from the state of the conspicuous and exalted, high and fixed in power (the King of Persia) to lay waste and desolate the Afghaun dominions, and every exertion shall be employed to ruin and humble the abovementioned nation.

ARTICLE III.

Should it happen that the King of the Afghauns ever becomes desirous of opening the gates of peace and friendship with the government of the King (of Persia), who is in rank like Solomon, in dignity like Jumsheed, the shade of God, who has bestowed his mercy and kindness on the earth, when negotiations are opened for an amicable adjustment, it shall be stipulated in the peace concluded, that the King of the Afghauns, or his armies, shall abandon all design of attack on the territories subject to the government of the King abovementioned, who is worthy of royalty, the King of England.

ARTICLE

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A.D. 1801

The King of Persia.

ARTICLE IV.

Should ever any King of the Afghauns, or any person of the French Nation, commence war and hostilities with the powerful of the ever-enduring state (of the King of Persia) the rulers of the government of the King (of England) whose court is like heaven, and who has been before mentioned, shall (on such event) send as many cannon and warlike stores as possible, with necessary apparatus, attendants, and inspectors, and such supply shall be delivered over at one of the ports of Persia, whose boundaries are conspicuous, to the officers of the high in dignity, the King of Persia.

ARTICLE V.

Should it ever occur, that an army of the French Nation, actuated by design and deceit, attempts to settle, with a view of establishing themselves on any of the islands or shores of Persia, a conjunct force shall be appointed by the two high contracting states, to act in co-operation for their expulsion and extirpation, and to destroy and put an end to the foundation of their treason. It is a condition if such event happens, and the conquering troops (of Persia) march, that the officers of the government of the King (of England) who is powerful as the heavens, and as beforementioned, shall load, transport, and deliver (for their service), as great a quantity of necessaries, stores, and provisions, as they possibly can. And if ever any of the great men of the French Nation express a wish or desire to obtain a place of residence or dwelling on any of the islands or shores of the kingdom of Persia, that they may there raise the standard of abode or settlement, such request or representation shall not be consented unto by the high in rank of the state encompassed with justice (the government of Persia), and leave for their residing in such place shall not be granted.

While time endures, and while the world exists, the contents of this exalted Treaty shall remain, an admired picture in the mirror of duration and perpetuity, and submission to the fair image on this conspicuous page shall be everlasting.

☐ *Seal of Haujy Ibraheim Khan.* ☐ *Seal of Captain John Malcolm.*

(Signed) JOHN MALCOLM.
Envoy.

A true Translation,
(Signed) JOHN MALCOLM,
Envoy.

A true Copy,
(Signed) N. B. EDMONSTONE,
Secretary.

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No. LIX.

Commercial Treaty *with the* King of Persia, 1801.

Translation *of a* Firmaun *from* Futteh Ali Shauh, *King of* Persia, *and of an annexed* Treaty *concluded by* Haujy Ibrahim Khaun, *Prime Minister, on the part of the* King of Persia, *by whom he was fully empowered, and by* Captain John Malcolm *on the part of the* English Government, *by virtue of Powers delegated to him for that Purpose by the Most Noble the* Marquis Wellesley, K. P., Governor General of India, &c. &c.

A.D. 1801
The King of Persia.

FIRMAUN.

In the name of the beloved and great God!

The King of Persia's Seal.

The earth is the Lord's. Our august commands are issued, that the high in dignity, the exalted in station, the refuge of power and glory, the noble and great in authority, the chiefs of high nobles, the Beglerbegs, the Hakims, the Naibs, and Mootasuddies of the kingdom under our protection (who are raised by our royal favour) become acquainted that at this period, the dignified and eminent in station, the prudent, able, and penetrating, the greatest of the exalted followers of the Messiah, Captain John Malcolm, deputed from a glorious quarter (from the Government of the King of England), whose court resembles the firmament, an emperor in dignity like Alexander, possessing the power of the globe, and from the repository of glory, greatness, and ability, endowed with nobility, power, and justice, (the Governor General of the kingdom of Hindoostaun) for the purpose of establishing union and friendship between the two great states, has arrived at our threshold, founded on justice, and has been honored by admission to our royal presence of conspicuous splendour, and has

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A.D. 1801

The King of Persia.

has expressed a desire, that the foundations of amity and union should be laid between the two states, that they should be connected together in the bonds of friendship and harmony, and that a constant union and reciprocal good understanding should exist. We, from our august selves, have given our consent, and have granted the request and desires of the high in rank abovementioned, and a Treaty, sealed with the seal of the minister * of our ever-enduring government, has been given to him; and you, exalted in station, are positively enjoined of the necessity (after you become informed of our royal and august order) for all of you acting in strict conformity with the conditions of the Treaty concluded and exchanged between the high in rank, the exalted in station, the great and glorious in power, near to the throne, in whom the royal confidence is placed, Haujy Ibraheim Khan, and the high in rank the Envoy (Captain John Malcolm) whose titles have been before enumerated. Let no one act contrary to this high command, or to the contents of the annexed Treaty; and should it ever be represented to us, that any of the great nobles conduct themselves in opposition to the stipulations of this Treaty, or are in this respect either guilty or negligent, such will incur our displeasure and punishment, and be exposed to our royal anger, which is like fire, and let them view this as an obligation. Dated in the month of Shaubaun, in the year of the Higera 1215, corresponding with the month of January, Anno Domini 1801.

Sealed in the usual form, on the back of the Firmaun, by the following ministers:

☐ *Seal of Haujy Ibraheim Khan.*	☐ *Seal of Meerza Shuffee.*
☐ ——— *Meerza Reza Kouli.*	☐ ——— *Meerza Assud Oollah.*
☐ ——— *Meerza Reezy.*	☐ ——— *Meerza Ahmud.*
☐ ——— *Meerza Moortiza Kouli.*	☐ ——— *Meerza Fuzullah.*

☐ ——— *Meerza Yoosuf.*

TREATY ANNEXED.

PREAMBLE.

Praise be to God, who has said, "perform your covenant, for the performance of "your covenant shall be enquired into hereafter."

As

* Literally, one in whom confidence is placed.

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As establishing the obligations of friendship between all mankind is a charge from the Almighty, and is a most laudable and excellent institution, and as the Creator is pleased, and the happiness and tranquillity of his creatures consulted by it, therefore, at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity, the exalted in station, attended by fortune, of great and splendid power, the greatest among the high Viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Haujy Ibraheim Khan, on being granted leave, and vested with authority from the port of the high King, whose court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of Kings, the ornament in the cheek of eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the King powerful as Alexander, who has no equal among the princes, exalted to majesty by the heavens in this globe, a shade from the shade of the most high, a Khoorroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed. A.D. 1801 The King of Persia.

[*Arabic Verse.*]

" Thy benevolence is universally dispensed, every where drops are scattered. Thy kindness shadows cities; may God fix firm the basis of thy dominion!" And the high in dignity, the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm, (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory aud fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India, may God strengthen his territories and establish his glory and command upon the seas!) in the manner explained in his credentials, which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India. This treaty between these two great powers shall be binding on race after race, and the two governments must, ever while the world exists, act in conformity to what is now settled.

ARTICLE I.

The merchants of the high contracting states are to travel and carry on their affairs in the territories of both nations in full security and confidence, and the rulers and governors of all cities are to consider it their duty to protect from injury their cattle and goods.

ARTICLE

A.D. 1801

The King of Persia.

ARTICLE II.

The traders and merchants of the kingdom of England or Hindoostaun, that are in the service of the English Government, shall be permitted to settle in any of the sea-ports or cities of the boundless empire of Persia (which may God preserve from calamity) that they prefer; and no Government duties, taxes, or requisitions, shall ever be collected on any goods that are the actual property of either of the Governments: the usual duties on such to be taken from purchasers.

ARTICLE III.

Should it happen that either the persons or property (of merchants) are injured or lost by thieves or robbers, the utmost exertions shall be made to punish the delinquents and recover the property. And if any merchant or trader of Persia evades or delays the payment of a debt to the English Government, the latter are authorized to use every possible mode for the recovery of their demands, taking care to do so in communication, and with the knowledge of the ruler or governor of the place, who is to consider it as his duty to grant, on such occasion, every aid in his power. And should any merchant of Persia be in India, attending to their mercantile concerns, the officers of the English Government are not to prevent them carrying on their affairs, but to aid and favor them; and the abovementioned merchants are to recover their debts and demands, in the mode prescribed by the customs and laws of the English Government.

ARTICLE IV.

If any person in the empire of Persia die indebted to the English Government, the ruler of the place must exert his power to have such demand satisfied, before those of any other creditor whatever. The servants of the English Government, resident in Persia, are permitted to hire as many domestic natives of that country, as are necessary for the transaction of their affairs; and they are authorized to punish such, in cases of misconduct, in the manner they judge most expedient, provided such punishment does not extend to life or limb: in such cases, the punishment to be inflicted by the ruler or governor of the place.

ARTICLE V.

The English are at liberty to build houses and mansions in any of the ports or cities of Persia that they choose, and they may sell or rent all such houses or mansions at pleasure. And should ever a ship, belonging to the English Government, be in a damaged state in any of the ports of Persia, or one of Persia be in that condition in an English harbour, the chiefs and rulers of the ports and harbours of the respective nations are to consider it as their duty to give every aid to refit and repair vessels so situated. And if it happens, that any of the vessels of either nation are sunk or shipwrecked, in or near the ports or shores of either country, on such occasions, whatever part of the property is recovered

shall

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shall be restored to their owners or their heirs, and a just hire is to be allowed by the owners to those who recover it. A.D. 1801

The King of Persia.

FINAL ARTICLE.

Whenever any native of England or India, in the service of the English Government, resident in Persia, wishes to leave that country, he is to suffer obstruction from no person, but to be at full liberty to do so, and to carry with him his property.

The articles of the Treaty between the two states are fixed and determined. That person who turns from God turns from his own soul.

☐ *Seal of Haujy Ibrahim Khan.* ☐ *Seal of Captain John Malcolm.*

(Signed) JOHN MALCOLM,
Envoy.

ADDITIONAL ARTICLE.

It is further written in sincerity, that on iron, lead, steel, broadcloth, and purpetts, that are exclusively the property of the English Government, no duties whatever shall be taken from the sellers, a duty not exceding one per cent. to be levied upon the purchasers; and the duties, imports, and customs, which are at this period established in Persia and India (on other goods) are to remain fixed, and not to be increased.

The high in rank, Haujy Kulleel Khan Mulick oo Tijjar is charged and entrusted with the arrangement and settlement of the remaining points relative to commerce.

☐ *Seal of Haujy Ibraheim Khan.* ☐ *Seal of Captain John Malcolm.*

(Signed) JOHN MALCOLM,
Envoy.

No. LX.

TREATY *with the* Rajah of Nepaul, 1801.

A.D. 1801

The Rajah of Nepaul.

Whereas it is evident as the noon-day sun to the enlightened understanding of exalted nobles and of powerful chiefs and rulers, that Almighty God has entrusted the protection and government of the universe to the authority of princes, who make justice their principle, and that by the establishment of a friendly connexion between them universal happiness and prosperity is secured, and that the more intimate the relation of

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A.D. 1801 Rajah of Nepaul.

amity and union, the greater is the general tranquillity; in consideration of these circumstances, his Excellency the Most Noble the Governor General Marquis Wellesley, &c. &c. and the Maha Rajah have established a system of friendship between the respective Governments of the Company and the Rajah of Nepaul, and have agreed to the following articles.

ARTICLE I.

It is necessary and incumbent upon the principals and officers of the two Governments constantly to exert themselves to improve the friendship subsisting between the two states, and to be zealously and sincerely desirous of the prosperity and success of the government and subjects of both.

ARTICLE II.

The incendiary and turbulent representations of the disaffected, who are the disturbers of our mutual friendship, shall not be attended to, without investigation and proof.

ARTICLE III.

The principals and officers of both Governments will cordially consider the friends and enemies of either state to be the friends and enemies of the other; and this consideration must ever remain permanent and in force, from generation to generation.

ARTICLE IV.

If any one of the neighbouring powers of either state should commence any altercation or dispute, and design, without provocation, unjustly to possess himself of the territories of either country, and should entertain hostile intentions with the view of taking that country, the Vakeels on the part of our respective Government at either court will fully report all particulars to the head of the state, who, according to the obligations of friendship subsisting between the two states, after having heard the said particulars, will give whatever answer and advice may be proper.

ARTICLE V.

Whenever any dispute of boundary and territory between the two countries may arise, such dispute shall be decided, through our respective Vakeels or our officers, according to the principles of justice and right; and a land mark shall be placed upon the said boundary, and which shall constantly remain, that the officers, both now and hereafter, may consider it as a guide, and not make any encroachment.

ARTICLE VI.

Such places as are upon the frontiers of the dominions of the Nabob Vizier and of Nepaul, and respecting which any dispute may arise, such dispute shall be settled by the mediation of the Vakeel on the part of the Company, in the presence of one from the Nepaul Government and one from his Excellency the Vizier.

ARTICLE

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A.D. 1801
Rajah of Nepaul.

ARTICLE VII.

So many elephants, on account of Muckanacinpoor, are annually sent to the Company by the Rajah of Nepaul, and therefore the Governor General, with a view of promoting the satisfaction of the Rajah of Nepaul, and in consideration of the improved friendly connexion and of this new Treaty, relinquishes and forgoes the tribute above mentioned, and directs that the officers of the Company, both now and hereafter, from generation to generation, shall never, during the continuance of the engagement contracted by this Treaty (so long as the conditions of this Treaty shall be in force) exact the elephants from the Rajah.

ARTICLE VIII.

If any of the dependants or inhabitants of either country should fly and take refuge in the other, and a requisition should be made for such persons, on the part of the Nepaul Government, by its constituted Vakeel in attendance on the Governor General, or on the part of the Company's Government, by its representative residing at Nepaul, it is, in this case, mutually agreed, that if such person should have fled after transgressing the laws of his Government, it is incumbent upon the principals of both Governments immediately to deliver him up to the Vakeel at their respective courts, that he may be sent in perfect security to the frontiers of their respective territories.

ARTICLE XI.

The Maha Rajah of Nepaul agrees, that a Pergunnah, with all the lands attached to it, excepting privileged lands and those appropriated to religious purposes and to Jaggeers, &c. which are specified separately in the account of collections, shall be given up to Samee Jeo, for his expences, as a present. The conditions, with respect to Samee Jeo, are, that if he should remain at Benares, or at any other place within the Company's provinces, and should spontaneously farm his Jaggeer to the officers of Nepaul, in that event the amount of collections shall be punctually paid to him, agreeably to certain Kists which may be hereafter settled; that he may appropriate the same to his necessary expences, and that he may continue in religious abstraction, according to his agreement, which he had engraved on brass, at the time of his abdication of the Roy, and of his resigning it in my favor. Again, in the event of his establishing his residence in his Jaggeer, and of his realizing the collections through his own officers, it is proper that he should not keep such a one and other disaffected persons in his service, and besides one hundred men and maid servants, &c. he must not entertain any persons as soldiers, with a view to the collection of the revenue of the Pergunnah; and to the protection of his person he may take two hundred soldiers of the forces of the Nopaul Government, the allowances of whom shall be paid by the Rajah of Nepaul. He must be cautious, also, of commencing altercation, either by speech or writing; neither must he give protection to the rebellious and fugitives of

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A.D. 1801

Rajah of Nepaul.

the Nepaul country, nor must he commit plunder and devastation upon the subjects of Nepaul. In the event of such delinquency being proved, to the satisfaction of the two Governments, the aid and protection of the Company shall be withdrawn from him; and in that event, also, it shall be at the option of the Rajah of Nepaul, whether or not he will confiscate his Jaggeer.

The Maha Rajah also agrees on his part, that if Samee Jeo should take up his residence within the Company's provinces, and should farm out his land to the officers of Nepaul, and that the Kists should not be paid according to agreement, or that he should fix his residence on his Jaggeer, and any of the inhabitants of Nepaul should give him or the Ryots of his Purgunnah any molestation, a requisition shall be made by the Governor General and the Company, on this subject, to the Rajah. The Governor General is security for the Rajah's performance of this condition, and the Maha Rajah will immediately acquit himself of the requisition of the Governor General, agreeably to what is above written. If any profits should arise in the collection of the said Purgunnah, in consequence of the activity of the officers, or any defalcation occurs from their inattention, in either case, the Rajah of Nepaul will be totally unconcerned.

ARTICLE X.

With a view of carrying into effect the different objects contained in this Treaty, and of promoting other verbal negociation, the Governor General and the Rajah of Nepaul, under the impulse of their will and pleasure, depute a confidential person to each other, as Vakeel, that remaining in attendance upon their respective Governments, they may effect the objects above specified, and promote whatever may tend to the daily improvement of the friendship subsisting between the two states.

ARTICLE XI.

It is incumbent upon the principals and officers of the two states, that they should manifest the regard and respect to the Vakeel of each other's Government, which is due to their rank, and is prescribed by the laws of nations; and that they should endeavour, to the utmost of their power, to advance any object which they may propose, and to promote their ease, comfort, and satisfaction, by extending protection to them, which circumstances are calculated to improve the friendship subsisting between the two Governments, and to illustrate the good name of both States throughout the universe.

ARTICLE XII.

It is incumbent upon the Vakeels of both States, that they should hold no intercourse whatever with any of the subjects or inhabitants of the country, excepting with the officers of Government, without the permission of those officers; neither should they carry on any correspondence with any of them: and if they should receive any letter or writing from

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from any such people, they should not answer it, without the knowledge of the head of the state, and acquainting him of the particulars, which will dispel all apprehension or doubt between us, and manifest the sincerity of our friendship. A.D. 1801 Rajah of Nepaul.

ARTICLE XIII.

It is incumbent upon the principals and officers mutually to abide by the spirit of this Treaty, which is now drawn out according to their faith and religion, and deeming it in force from generation to generation, that they should not deviate from it: and any person who may transgress against it, will be punished by Almighty God, both in this world and in a future state.

A true Translation,

(Signed) C. RUSSELL,
Assistant Persian Translator.

Ratified by the Governor General and Council,
30th October 1801.

No. LXI.

TREATY *with the* Nabob Vizier Saadit Ali, 1801.

TREATY *between the Honorable the* East-India Company *and his Excellency the* Newaub Vizier ool Mumaulick Yemeen oo Dowlah Nazim ool Moolk Saadut Ali Khan Behader Mobaurez Jung, *for ceding to the* Company, *in perpetual Sovereignty, certain Portions of his Excellency's territorial Possessions, in Commutation of the Subsidy now payable to the* Company *by the* Vizier. A.D. 1801 Saadit Ali.

Whereas, by the Treaty now subsisting between his Excellency the Vizier and the Honorable the East-India Company, the Company have engaged to defend his Excellency's dominions against all enemies, and to enable them to fulfil that engagement, his Excellency is bound, by the aforesaid Treaty, to pay to the Company, in perpetuity, the annual subsidy of seventy-six lacks of Lucknow Sicca Rupees, and is further bound, by the said Treaty, to defray the expense of any augmentation of force which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their engagements of defending his Excellency's dominions against all

A.D. 1801 Saadit Ali.

all enemies; and whereas it is advisable, that the funds for defraying these charges be established on a footing, which shall admit of no fluctuation of either encrease or decrease, and shall afford satisfaction and security to the Company, in regard to the regular payment, in perpetuity, of all such charges, the following Treaty, consisting of ten articles, is concluded, on the one part, by the Honorable Henry Wellesley and Lieutenant Colonel William Scott, on behalf and in the name of his Excellency the Most Noble the Marquis Wellesley, K.P., Governor General for all affairs, civil and military, of the British Nation in India, by virtue of full powers vested in them for this purpose by the said Governor General, and on the other part, by his Excellency the Nawaub Vizier ool Mumaulick Yemeen oo Dowlah Nauzim ool Moolk Saadut Ally Khan Behader Mobaurez Jung, in behalf of himself and his heirs and successors, for ceding to the Honorable the English East-India Company, in perpetual sovereignty, certain portions of his Excellency's territorial possessions, in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to his Excellency, on account of the Company's defensive engagements with his Excellency.

ARTICLE I.

His Excellency the Nawaub Vizier hereby cedes to the East-India Company, in perpetual sovereignty, the under-mentioned portions of his territorial possesions, amounting, in the gross revenue, to one crore and thirty-five lacks of Rupees, including expenses of collections, in commutation of the snbsidy, of the expences attendant on the additional troops, and of the Benares and Furruckhabad pensions.

Statement of the Jumma.

Chucklah, Corah, Kuwah, and Chucklah Etawah					55,48,577	11	9
Rehr and others					5,33,374	0	6
Furruckhabad and others					4,50,001	0	0
Khairaghur and others					2,10,001	0	0
Azimghur and others, Azimghur, Mownan-Bunjun					6,95,621	7	6
Goruckpore and others, and Butwul	Goruckpore	5,09,853	8	0	5,49,854	8	0
	Butwul	40,001	0	0			
Soobah of Allahabad and others					9,34,963	1	3
Chucklah, Bareilly Asophabad, and Kelpory					43,13,457	11	3
Nawaub Gunge, Rehly and others					1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul					1,68,378	4	0
Total Jumma, - - Lucknow Sicca Rupees					1,35,23,474	8	8

The

The abovementioned Mohauls being ceded to the Company, as held by the Aumils in the year 1208 Fuslee, no claims are to be hereafter made, on account of villages or lands which, in former years, may have been added to, or separated from, the said Mohauls.

ARTICLE II.

The subsidy which, by the second article of the Treaty of 1798, his Excellency engaged to pay to the Company, (now that territory is assigned in lieu thereof, and of the expenses of the additional troops) is to cease for ever, and his Excellency is released from the obligation of defraying the expenses of any additional troops which, at any time, may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company, or the territories which shall remain in the possession of his Excellency the Vizier.

ARTICLE III.

The Honorable the East-India Company hereby engage to defend the territories which will remain to his Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such parts of his Excellency's dominions as shall appear to the said Government most expedient, and provided further, that his Excellency, retaining in his pay four battalions of infantry, one battalion of Nujeebs and Muwatees, two thousand horsemen, and to the number of three hundred Golandauze, shall dismiss the remainder of his troops, excepting such numbers of armed Peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and Neejeebs to attend the persons of the Aumils.

ARTICLE VI.

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to his Excellency's person.

ARTICLE V.

That the true intent and meaning of the first, second, third, and fourth articles of this Treaty may be clearly understood, it is hereby declared, that the territorial cession being in lieu of the subsidy, and of all expences on account of the Company's defensive engagements with his Excellency, no demand whatever shall be made upon the Treasury of his Excellency, on account of expences which the Honorable Company may incur, by assembling forces to repel the attack, or menaced attack, of a foreign enemy, on account of the detachment attached to his Excellency's person, on account of troops which may occasionally be furnished, for suppressing rebellions or disorders in his Excellency's territories, on account of any future change of military stations, or on account of failure in the resources of the ceded districts, arising from unfavorable seasons, the calamities of war, or from any other causes whatever.

ARTICLE

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A.D. 1801
Saadit Ali.

ARTICLE VI.

The territories ceded to the Honourable Company, by the first article of this Treaty, shall be subject to the exclusive management and controul of the said Company and their officers; and the Honourable East-India Company hereby guarantee to his Excellency the Vizier, and to his heirs and successors, the possession of the territories which will remain to his Excellency, after the territorial cession, together with the exercise of his and their authority within the said dominions. His Excellency engages, that he will establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants; and his Excellency will always advise with, and act in conformity to, the council of the officers of the said Honourable Company.

ARTICLE VII.

The districts ceded by the first article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fuslee year 1209, corresponding with the 22d of September, anno Domini 1801; and his Excellency will continue to pay the subsidy and expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession from his Excellency's officers of the countries so ceded. The Company will not claim any payments of subsidy from his Excellency's treasury, after their officers shall have obtained possession of the said districts from the officers of his Excellency.

ARTICLE VIII.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions, as shall be mutually beneficial to the subjects of both states, hereby agree to frame a separate Commercial Treaty. In the mean time it is agreed, that the navigation of the Ganges, and of all other rivers, where they may form the mutual boundary of the two states, shall be free and uninterrupted, that is to say, that no boats, passing up and down the Ganges or other rivers, where they form the mutual boundaries of both states, shall be stopped or molested for duties; nor shall any duties be exacted from boats which put to, in the possessions of either of the contracting parties, without intention of landing their goods. It shall, however, be in the power of both Governments to levy such duties as they may think proper, on goods imported into or exported from their respective dominions, not exceeding the present usage. It is further stipulated, that no exemption from duties, on articles purchased in his Excellency's reserved dominions, for the consumption of the troops situated within the ceded territories, shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE

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ARTICLE IX.

A.D. 1801
Saadit Ali.

All the articles of former Treaties, for establishing and cementing the union and friendship subsisting between the two States, are to continue in full force; and all the articles of the Treaty concluded by the late Governor General, Sir John Shore, on the part of the Honorable the East-India Company and his Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in force, and continue binding upon both contracting parties.

ARTICLE X.

This Treaty, consisting of ten articles, having been settled and concluded in the city of Lucnow, on the 10th day of November, in the year of our Lord 1801, corresponding with the second of the month of Rejeb of the year 1216 Higera, the Honorable Henry Wellesley and Lieutenant Colonel William Scott have delivered to the said Vizier one copy of the same, in English and Persian, sealed and signed by them, and his Excellency the Vizier has delivered to the Honorable Henry Wellesley and Lieutenant Colonel William Scott another copy, also in Persian and English, bearing his seal and signature; and the Honorable Henry Wellesley and Lieutenant Colonel William Scott engage to procure and deliver to his Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of his Excellency the Most Noble the Governor General, when the copy under their seals and signatures shall be returned.

A true Copy,

(Signed) N. B. EDMONSTONE,
Secretary to Government.

A true Copy,

(Signed) C. R. CROMMELIN,
Acting chief Secretary to Government.

No. LXII.

FINAL ARRANGEMENT *with the* Nabob Vizier Saadut Ali, 1802.

MEMORANDUM *of the final result of the Discussions between his Excellency the Most Noble the* Governor General *and the* Nawaub Vizier.

A.D. 1802
Saadit Ali.

On the 15th of February, 1802, his Excellency the Nabob Vizier transmitted to the Governor General a paper of propositions, to which his Excellency required the Governor General's

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A.D. 1802
Saadit Ali.

General's assent; and the Governor General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22d of the same month, proposed certain modifications of the Governor General's answers, and the original propositions, together with the Governor General's answers, and the Vizier's proposed modifications thereof, were fully discussed, at a conference holden between the Governor General and his Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed, that certain of the articles of the original paper of propositions should be altogether omitted, and that the Governor General's reply to the third article should be modified, in conformity to the suggestion of his Excellency the Vizier. At the same conference his Excellency the Vizier adverting to the Governor General's suggestion in his reply to the second article, that the Vizier should appoint some person to conduct, in the quality of minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The Governor General, at the same conference, deemed it to be expedient to declare to his Excellency the Vizier, the general principles which, in his Lordship's judgment, should regulate the connection and intercourse between the two states, as resulting from the Treaty concluded between the Honorable Company and his Excellency the Vizier, on the 10th November, 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor General now commits to writing the final determination of the several points discussed between his Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor General and the Vizier, to countersign this paper.

ANSWER.

Unobjectionable, and this proposal shall be observed. The Resident shall be furnished by his Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.

PROPOSITION.

Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Sircar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private; in which case (as I am far from being disposed

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Answers. | **Propositions.**

posed to act unjustly) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right: and in the latter event I will, in conformity to his desire, abandon such proposed measure, and no one will be apprized of any disagreement subsisting between us.

This is perfectly wise and proper.

Regular tribunals, in which I do not desire to possess any exclusive interest, shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction, or oppose the authority of those tribunals, let the Company's officers assist in enforcing obedience to them.

The administration of justice in the Begum's Jaggeer must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British Power.

I consider her Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her Jaggeer, nor of any of the Jaggeerdars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievances, the observance of the civil and criminal punishments, and all other points connected with the adminstration of justice, must be conducted under my orders, in the cities of Lucknow and Fyzabad, and in all the Jaggeers, in the same manner as in the rest of my dominions. For these things appertain to the sovereign,

A.D. 1802
Saadit Ali.

PROPOSITIONS.

sovereign, whose duty it is to prevent every species of oppression. Her Highness's servants must not, in any manner, interfere in them, for a partnership in government is inadmissible. It is for her Highness's own credit, that she should state to me whatever may be her desire, in points of the nature above described, in order that what she desires may be accomplished, through the medium of the officers of my Government. The state of affairs hitherto prevailing has been this: that frequent tumults and bloodshed have occurred in Fyzabad and in her Highness's Jaggeer, and not the slightest attention has been paid by her Highness to any thing that I have said or written. In the time of my late brother, the settlement of disputes in the Jaggeers was left to the Sircar. These points will give efficacy to my government.

I request that his Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the Jaggeer, such property, lands, Bazars, gardens, &c. to a considerable extent, belonging to the Sircar, as the officers of her Highness have unjustly and, without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khaun, his Moonshee, and other creditable persons, such as Almas Ali Khan, Daraub Ali Khaun, and their respective Vakeels, can substantiate, and are fully acquainted with, which her Highness herself formerly acknowledged, which all the

ANSWERS.

The Governor General proposes to take all the matters depending between the Nabob and Begum into full consideration, and to effect a settlement between the Begum and the Nabob, on just, equitable, and permanent principles.

Answers.	Propositions.
	the most creditable officers of the Sirkar, such as Jye Sookh Roy, &c. know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to her Highness's engagements. Let his Lordship have the goodness to transmit orders to the Honorable Henry Wellesley upon the following points.
All criminals will be reciprocally surrendered; but the subjects of both states, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either.	Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.
All balances, now or hereafter due to the Sircar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.	In the event of any of the dependants of my Sircar applying for farms within the ceded districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Sircar.
None of the Nabob's Aumils are now employed in the ceded provinces.	There are several of my Aumils retaining lands in the ceded districts, who are in balance to the Sircar to give me credit in his accounts for the sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly

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Answers. | **Propositions.**

justly due, and then let them go. When they have settled their accounts with the Sircar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

Any property of this description, which the Nawaub shall satisfy the Lieutenant Governor to belong to his Excellency, will, of course, be delivered over to his servants.

There are many gardens, and other property, belonging to the Sircar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares there is property belonging to me, and still in my occupation: let his lordship have the goodness to direct that any property, of that description, in the ceded districts, may be given into the possession of my people. A statement of the particulars of such property, gardens, &c. within the ceded districts, shall be given in.

Orders shall be issued accordingly.

I have been induced to cede the districts for the charges of the British troops, merely to gratify his lordship, deeming it necessary so to do, in consequence of Mr. Wellesley's arrival, resolving to conform to his Lordship's wishes, and to obey his Lordship's commands. Let strict orders be issued, that no one may be permitted to injure or destroy any mosques, tombs, or Imaumbaurahs, which now exist within those districts.

Orders will be issued for the settlement of this account.

An engagement was contracted for paying to the Sircar the monies collected at the Ghauts at Illahabad. Four years have now elapsed

A.D. 1802
Saadit Ali.

ANSWERS.	PROPOSITIONS.
	elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me. Let orders be issued for the payment of those monies, agreeably to engagement.
The Treaty has been sent.	Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let his Lordship (or Mr. Wellesley) be reminded to send it.
The Governor General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.	The Nabob Vizier proposes, that his son, Mirza Ahmed Ali Khan, be appointed to to the situation of minister for the affairs of Government.
In conformity to his Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor General in his Excellency's presence, on the 24th February.	I hope, from his Lordship's kindness, that his Lordship will, in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that his Lordship will also enjoin the Resident, after his Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and assist me in the preparations for my journey.

The Governor General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the Treaty concluded between the British Government and his Excellency

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A.D. 1802
Saadit Ali.

ANSWERS. PROPOSITIONS.

endeavour to coincide with his Excellency in an uniform course of measures, and to unite sincerely with his Excellency in carrying into effect, exclusively under his Excellency's authority, and through his Excellency's officers, those measures which shall be determined upon, in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, the assistance of the British troops shall be employed, according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to his Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with his Excellency, or with his Ministers; and the Resident must, in the first instance, observe strict secrecy, with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor General expects that the Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty remains between the British

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ANSWERS. PROPOSITIONS. A.D. 1802 Saadit Ali.

tish Government and his Excellency, the Governor General entertains a confident hope, that no future vexation can occur in the transaction of affairs.

(Signed)

WELLESLEY. (Seal of the Governor General.)

(Signed)

N. B. EDMONSTONE,
Secretary to Government, Secret and Political Department.

No. LXIII.

TREATY *with the* Nabob of Furruckabad, 1802.

TREATY *between the* Honorable East-India Company *and the* Nabob Imdaud Hoosain Khaun, *for ceding to the* Honorable the East-India Company, *in perpetual Sovereignty, the Province of* Furruckabad *and its Dependencies, in Commutation of the Tribute hitherto payable by the said* Nabob *to the* Honorable Company, *concluded on the one part, by the Honorable* Henry Wellesley, *Lieutenant Governor of the Ceded Provinces in* Oude, *by virtue of full Powers vested in him for that Purpose by his Excellency the Most Noble the* Governor General, *and, on the other Part, by the* Nabob Imdaud Hoossain Khaun Behauder Nasser Jung, *on behalf of himself, his Heirs, and Successors.* A.D. 1802 Furruckabad.

ARTICLE I.

It is hereby stipulated and agreed, that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honorable the East-India Company,

 from

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A.D. 1802 Furruckabad.

from the commencement of the Fusli year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE II.

With a view of providing for the maintenance and dignity of the Nabob Imdaud Hoossain Khaun Behauder, it is agreed, that he shall receive a monthly allowance of nine thousand Rupees (or one lack and eight thousand Rupees annually), which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed, that the said Nabob shall be treated, on all occasions, with the attention, respect, and honor, due to his rank and situation, and to a friend of the British Government.

ARTICLE III.

The Honorable the Lieutenant Governor engages, that two thousand Rupees yearly shall be allowed for the expences of the Enaum Barrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate Mahauls of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's civil officer, provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE IV.

In compliance with the Nabob's desire, the gardens, formerly the property of his father, the village of Serepah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ramee Souheb, shall be considered as his exclusive property, if there should appear to be no other person legally entitled to such property.

ARTICLE V.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherûd Mund Khaun, are, in many respects, different, and as it is the intention of the British Government, that provision should be made for persons, whose claims to pensions shall appear to be well founded, it is hereby agreed, that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Govertment, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's civil officer.

ARTICLE VI.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province

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vince of Furruckabad, it is agreed, that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE VII.

In compliance with the Nabob's request, allowancés shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob:

Emaum Khan - - - - - - - -	Rupees 5,000	annually
Purm-ul-Khan and Mohummud Khan - - - - -	5,000	do.
Rhodan Buksh Phi Vakeel, on the part of the Nabob, to attend the civil officer appointed to Furrackabad - - -	4,000	do.
Ahmend Bush and Mohummed Zellah - - - - -	2,000	do.

ARTICLE VIII.

The rent free lands, the daily and yearly pensions, and the Jagheers, shall be continued, if, upon a fair investigation, they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE IX.

This Treaty, consisting of nine articles, having been settled and concluded at the city of Bareilly, on the 4th day of June, 1802, corresponding with the 3d day of Suffer, 1217 Higera, the Honorable Henry Wellesley, Lieutenant Governor of the Ceded Provinces in Oude, has delivered to the Nabob Imdaud Hoossain Kaun Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honorable Henry Wellesley, Lieutenant Governor of the Ceded Provinces, another copy of the same, under his seal and signature; and the Honorable Henry Wellesley engages to procure, within the space of thirty days, a ratification of the Treaty, under the seal and signature of his Excellency, the Most Noble the Governor General.

N. B. Ratified by the Governor General and Council,
the 24th June, 1802.

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No. LXIV.

COMMERCIAL TREATY *with the* Nizam 1802.

A.D. 1802
The Nizam.

TREATY *for the Improvement and Security of the Trade and Commerce between the Territories of the Honorable* East-India Company *and of his Highness the* Nabob Nizam'ool Moolk Asoph Jah, Soubahdar *of the* Deckan; *settled by* Major James Achilles Kirkpatrick, *Resident at the Court of his Highness by virtue of the Powers delegated to him by his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Britannic Majesty's Privy Council, Governor General in Council, Captain General, and Commander-in-Chief of his Majesty's and the Honorable* Company's *forces in India, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and controul all their affairs in the* East-Indies, *and Governor General in Council of all the British Possessions in the* East-Indies.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people, and to the wealth and power of the state, and whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord, between contiguous nations; wherefore the Honorable East-India Company and his Highness the Nabob Asoph Jah, anxious to improve, by every possible means, the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following articles of a Treaty of Commerce between the two States.

ARTICLE I.

As a testimony of the firm friendship, union, and attachment, subsisting between the Honorable Company and his Highness the Nabob Asoph Jah, the Honorable Company hereby agree to grant to his Highness the free use of the sea-port of Masulipatam, at which port his Highness shall be at liberty to establish a commercial factory and agent, under such regulations as the nature of the Company's Government shall require, and as shall be adjusted between the Governor General in Council and his said Highness.

ARTICLE

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A.D. 1802

The Nizam.

ARTICLE II.

His Highness's ships, bearing his flag, shall be entitled, at all times, to the protection of his Britannic Majesty's and of the Honorable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India, upon the footing of the most favoured nations.

ARTICLE III.

There shall be a free transit between the territories of the contracting parties, of all articles being the growth, produce, or manufacture of each respectively, and also of all articles being the growth, produce, or manufacture of any part of his Britannic Majesty's dominions.

ARTICLE IV.

All Rahdarry duties, and all duties collected by individual renters or Zemindars, on goods passing to and from the territories of the contracting parties, shall be abolished, and all Zemindars, Renters, &c. shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE V.

A duty of five per cent., and no more, shall be levied at Hydrabad, indiscriminately on all articles of merchandize whatever, imported into his Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice, authenticated by the seal and signature of the proper officer on each side; nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the duties payable thereon. And the said duties shall be fixed and immutable, except by the mutual consent of the contracting parties.

ARTICLE VI.

The Honorable East-India Company shall, on their part, adopt similar arrangements, in every respect, for the purpose of facilitating the transit through their dominions of all articles, the growth, produce, or manufacture of his Highness's territories, and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE VII.

The duties payable to the Honorable Company, on all articles imported into their territories from his Highness's dominions, shall be collected, in the mode prescribed by the fifth article, at Masulipatam alone, or at one or more places, according to the convenience of the merchants belonging to his Highness's dominions; and the said place or places shall be fixed with the consent of his Highness the Nizam, it being understood, that no article imported from his Highness's dominions shall, in any case, pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

ARTICLE

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A.D. 1802
The Nizam.

ARTICLE VIII.

A duty of five per cent., and no more, shall be levied once by his Highness's Government, and be made payable at Hydrabad, on the prime cost of all commodities purchased in his Highness's dominions for exportation.

ARTICLE IX.

No merchants or traders, under the Company's Government, shall be allowed to revend in the dominions of the Nabob aforesaid, the productions or manufactures of his territories, purchased by them therein. Neither shall any grain be exported from the territories of the Nabob aforesaid, into those of the Honorable Company, without a special license for the purpose; nor any more grain be purchased in his Highness's territories, than what is necessary for the consumption of the subsidiary force. But it is, at the same time, hereby agreed, that in cases of necessity, permission shall reciprocally be granted, immediately on application, for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deckan.

ARTICLE X.

The traders under both Governments, namely, all such as shall traffic from the Honorable East-India Company's territories to the territories of his Highness the Nabob Asoph Jah, and *vice versâ*, shall, upon the importation of their commodities into their respective territories, pay once a duty of five per cent., according to the terms prescribed in the foregoing articles. With respect to others, who do not come under the above description, such as traders from foreign parts, or inhabitants of Hydrabad, who have always paid the usual duties, the Kurrorah shall, as heretofore, levy duties from them, according to custom.

ARTICLE XI.

The preceding regulations shall take effect, and be established in the respective territories of the contracting parties, on the 1st day of September next, answering to the 2d of Jemmadie-ul-Awul, Anno Hegiræ 1217, after which day no duties shall be levied, in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE XII.

This Treaty, consisting of twelve articles, being this day settled by Major James Achilles Kirkpatrick, with the Nabob Asoph Jah Behader, Major Kirkpatrick has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Nabob, who, on his part, has also delivered one copy of the same, duly executed by himself; and Major Kirkpatrick, by virtue of special authority given to him in that behalf, by his Excellency, the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure, and deliver to his Highness, in the space of fifty days, a copy of the same, from the Governor General in Council,

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Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the Treaty executed by Major Kirkpatrick shall be returned. A.D. 1802 The Nizam.

Signed, sealed, and exchanged, at Hydrabad, this 12th day of April, Anno Domini 1802, or the 8th day of Zehidge, Anno Hegiræ 1216.

(Signed) J. A. KIRKPATRICK, *Resident.*

A true Copy,

(Signed) J. LUMSDEN, *Chief Secretary to the Government.*

No. LXV.

TREATY *with the* PESHWA, *commonly called the* TREATY OF BASSEIN, 31*st December* 1802.

TREATY *of perpetual and general* DEFENSIVE ALLIANCE *between the* Honorable English East-India Company *and his Highness the* Peshwa Badju Rao Ragonant Rao Pundit Purdhaun Behauder, *his Children, Heirs, and Successors, settled by* Lieutenant Colonel Barry Close, *Resident at the Court of his Highness, by virtue of the Powers delegated to him by his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the most illustrious Order of St. Patrick, one of his Britannick Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the* Honorable Court of Directors *of the said* Honorable Company *to direct and control all their Affairs in the* East-Indies. A.D. 1802 The Peshwa.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East-India Company and his Highness Rao Pundit Purdhaun Behauder, and have been confirmed, at

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A.D. 1802
The Peshwa.

different periods, by Treaties of amity and union, the Powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

ARTICLE I.

The peace, union, and friendship, so long subsisting between the two states, shall be promoted and encreased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemiesof both; and the contracting parties agree, that all the former Treaties and agreements between the two states, now in force and not contrary to the tenor of this engagement, shall be confirmed by it.

ARTICLE II.

If any power or state whatever shall commit any act of unprovoked hostility or aggression, against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this agreement, the Governor General in Council, on behalf of the Honorable Company, hereby declares, that the British Government will never permit any power or state, whatever, to commit with impunity any act of unprovoked hostility or aggression, against the rights and territories of his Highness Rao Pundit Purdhaun Behauder, but will, at all times, maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of general Defence and Protection, his Highness Rao Pundit Purhaun Behauder agrees to receive, and the Honorable East-India Company to furnish, a permanent subsidiary force, of not less than six thousand regular native infantry, with the usual proportion of field-pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in his said Highness's territories.

ARTICLE

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A.D. 1802
The Peshwa.

ARTICLE IV.

For the regular peyment of the whole expense of the said subsidiary force, his Highness Rao Pundit Purdhaun Behauder hereby assigns and cedes, in perpetuity, to the Honorable East-India Company, all the territories detailed in the Schedule annexed to this Treaty.

ARTICLE V.

As it may be found that certain of the territories ceded by the foregoing article to the Honorable Company may be inconvenient from their situation; his Highness Rao Pundit Purdhaun Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well-defended one, agrees, that such exchanges of Talooks, or lands, shall be made hereafter, on terms of a fair valuation of their respective revenues; as the completion of the said purpose may require. And it is agreed and covenanted, that the territories to be assigned and ceded to the Honorable Company by the fourth article, or in consequence of the exchange stipulated eventually in this article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE VI.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lacks of Rupees, his said Highness has agreed to cede, by Article IV, lands estimated to yield annually the sum of twenty-six lacks of Rupees, the additional lack being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE VII.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to his highness Rao Pundit Purdhaun Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article IV, his Highness will immediately issue the necessary Perwannahs, or orders, to his officers, to deliver over charge of the same to the offiøers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by his Highness's officers, subsequently to the date of the Treaty, and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

 ARTICLE

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A.D. 1802
The Peshwa.

ARTICLE VIII.

All forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honorable Company with the said districts; and his Highness Rao Pundit Purdhaun Behauder engages, that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their ordinary equipment of ordnance, stores, and provisions.

ARTICLE IX.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the commanding officer, and officers of the said subsidiary force, shall be treated, in all respects, in a manner suitable to the dignity and greatness of both states. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of his Highness, his heirs, and successors, the overawing and chastisement of rebels or exciters of disturbance in his Highness's dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy, to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependants in the manner of Moolkgeerre.

ARTICLE X.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State, affecting the city of Surat, it is agreed, that a just calculation shall be made of the value of the said claims by his Highness Rao Pundit Purdhaun Behauder and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, his Highness Rao Pundit Purdhaun Behauder agrees, for himself, his heirs, and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State, affecting the said city of Surat, and all collections on that account shall cease and determine, from the day on which this Treaty shall be concluded: in consideration of which act of friendship, the Honorable East-India Company agrees, that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article IV.; and on the same principle, and from similar considerations, his Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickly, shall be ascertained, by an average

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average taken from the receipts of a certain number of years, or by such other mode of calculation as may be determined on; and his said Highness doth further agree, for himself, his heirs, and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article IV., in the same manner as stipulated in regard to the Choute of Surat.

ARTICLE XI.

Whereas it has been usual for his Highness Rao Pundit Purdhaun Behauder to enlist and retain in his service Europeans of different countries, his said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by his said Highness, and not suffered to reside in his dominions.

ARTICLE XII.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, his Highness Rao Pundit Purdhaun Behauder consequently engages, never to commit any act of personal hostility and aggression against his Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XIII.

And whereas certain differences, referring to past transactions, are known to subsist between the Sirkar of his Highness Rao Pundit Purdhaun Behauder and the Sirkar of his Highness the Nabob Asoph Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sirkars, his Highness Rao Pundit Purdhaun Behauder, with a view to the above end, agrees, and accordingly binds himself, his heirs, and successors, to fulfil and conform to the stipulations of the Treaty of Mahr; and his Highness Rao Pundit Purdhaun Behauder further agrees, that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of

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A.D. 1802 The Peshwa. of his Highness the Nabob Asoph Jah Behauder, to be totally exempted from the payment of Çhoute. The Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sirkars of their Highnesses above mentioned; and his Highness Rao Pundit Purdhaun Behauder further agrees, that in the event of any differences arising between his Government and that of his Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honorable East-India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negotiations which the Honorable Company and the Courts of Poonah and Hyderabad, respectively, may be desirous of opening, provided no such negotiation shall be carried on between any of the three parties, without full communication thereof to each other.

ARTICLE XIV.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Row Guickwar Behauder, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of his Highness Rao Pundit Purdhaun Behauder affecting the Sirkars of the said Rajah, his said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Rajah Anund Row Guickwar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of his Highness Row Pundit Purdhaun Behauder and the Sirkar of the Rajah aforementioned, his said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree, that the said Government shall examine into, and finally adjust, the said demands and papers of accounts; and his said Highness further stipulates and binds himself, his heirs, and successors, to abide by such adjustment as the British Government shall accordingly determine.

ARTICLE

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ARTICLE XV.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other states, and to cultivate and improve the general relations of peace and amity with all the powers of Indja, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then his Highness Row Pundit Purdhaun Behauder engages, that with the reserve of two battalions of Sepoys, which are to remain near his Highness's person, the residue of the Britisb subsidiary force, consisting of four battalions of Sepoys with their artillery, joined by six thousand infantry and ten thousand horse of his Highness's own troops, and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy: and his Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his Dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their parts, in this case, to employ in active operations against the enemy, the largest force they may be able to furnish, over and above the said subsidiary force.

ARTICLE XVI.

Whenever war shall appear probable, his Highness Rao Pundit Purdhaun Behauder engages to collect as many Benjaries as possible, and to stow as much grain as may be practicable in his frontier garrisons.

ARTICLE XVII.

As, by the present Treaty, the union and friendship of the two States is so firmly connected, that they may be considered as one and the same, his Highness Rao Pundit Purdhaun Behauder engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice, and entering into mutual consultation, with the Honorable East-India Company's Government: and the Honorable Company's Government, on their parts, hereby declare, that they have no manner of concern with any of his Highness's children, relations, subjects, or servants, with respect to whom his Highness is absolute.

ARTICLE XVIII.

Inasmuch as, by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of the two States are become

A.D. 1802 The Peshwa. become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this agreement, his Highness Rao Pundit Purdhaun Behauder shall permit such a proportion of the subsidiary troops, as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of his Highness's dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by his Highness Rao Pundit Purdhaun Behauder, shall direct such proportion of the troops of the Company, as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within his Highness's dominions.

ARTICLE XIX.

It is finally declared, that this Treaty, which, according to the foregoing articles, is meant for the support and credit of his said Highness's Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged, at Bassein, the 31st of December, Anno Domini 1802, or the 5th of Ramzaun, Anno Higeræ 1217.

(Signed) B. Close,
Resident at Poona.

The Seal of Purdhaun.

[The Peshwa's Signature.]

A true Copy,

(Signed) M. Wilks,
Private Secretary.

Schedule

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A.D. 1802
The Peshwa.

SCHEDULE *of the Territories ceded, in Perpetuity, by his Highness* Badjee Rao Ragonaut Pundit Purdhaun Behauder *to the* Honorable English East-India Company, *agreeable t the fourth Article of the annexed Treaty.*

1st. From the province of Guzerat and territories South thereof:

Dundooka, together with Chooia, Komapoor, and Gogo		1,05,000
Cambay, Choute, and Nassoor		60,000
South of the Taptie.		
Purnair	27,000	
Bootseer	6,200	
Banwanny	8,800	
Balsur	85,000	
Parchole	1,07,000	
Soopa	51,000	
Sarbaun	30,000	
Wallow	30,000	
Bamdoo Kusbah	7,900	
Waunsda Choute	7,000	
Durumpoory do.	9,000	
Surat do.	42,100	
Customs	83,000	
Between the Taptie and Nerbuddah.		
Oolpah	3,16,000	
Hansood	85,000	
Octisier	78,000	
Nundary	65,000	
Total South of the Taptie, and between Taptie and Nerbuddah	10,38,000	
Deduct twenty per cent., on account of decrease of revenue	2,07,600	
		8,30,400
Nahabundy of Chourassy and Chickley	20,000	
Phoolparra, Coomarria, Cattergom	5,000	
		25,000
Carried forward		10,20,400

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A.D. 1802
The Peshwa.

	Brought forward - -		10,20,400
2d. From the Territories near the Toombuddrah:			
Savancore, 26 Talooks, - - - - - - - -		10,22,838	
From Bankapoor - - - - - - - - -		5,56,762	
			15,79,600
	Grand Total - -		26,00,000

Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Higeræ 1217.

The Seal of Pundit Purdhaun.

[*The Peishwah's Signature.*]

A true Copy,

(Signed) B. CLOSE.

SUPPLEMENTAL *to the* Treaty of Bassein, 1803.

A.D. 1803
The Peshwa.

A Treaty, consisting of nineteen articles, was concluded at Bassein, between the Honorable English East-India Company Behauder and his Highness the Paishwa Badjee Row Ragonaut Pundit Purdhaun Behauder. The following articles of engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant Colonel Barry Close, on the part of the said Honorable Company, and Anund Row Vakeel, on the part of the said Row Pundit Purdhaun Behauder, under full power and authority granted to them respectively for the purpose.

ARTICLE I.

That of the territory ceded in perpetuity to the Honorable East-India Company by the said Treaty of Bassein, the country of Savenore, and Taalooks of Buncăpoor, in the Carnatic, yielding an annual revenue of sixteen lacks of Rupees, shall be restored, in perpetuity, to the Sircar of the said Row Pundit Purdhaun Behauder.

ARTICLE

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ARTICLE II.

That of the territory ceded in perpetuity to the English East-India Company by the Treaty of Bassein, the Purgunnah of Oolpah, in Guzerat, yielding a revenue annually of three lacks and sixteen thousand Rupees, shall likewise be restored, in perpetuity, to the Sircar of the said Row Pundit Purdhaun Behauder, in order that it may be restored to Nursing Khundy Row, who has served the Sircar with fidelity and attachment.

ARTICLE III.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE IV.

In the fifteenth article of the Treaty of Bassein it is stipulated, that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Row Pundit Purdhaun Behauder, and in addition thereto, such further force as the Sircar of the said Row Pundit Purdhaun Behauder should be able to bring into the field. This stipulation is now annulled, and, in lieu thereof, it is agreed and covenanted, that in time of war the said Row Pundit Purdhaun Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and, in addition thereto, such further force as the said Row Pundit Purdhaun Behauder shall be able to bring into the field.

ARTICLE V.

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government, of which five thousand horse, two thousand shall serve with his Highness the Paishwa, and the remaining three thousand with the British army in the field; and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the chieftains Bapoojee, Gunneis Punt Goklah, and Sudojee Row Nimalun, which troops shall continue to be subsisted at the charge of Row Pundit Purdhaun Behauder.

ARTICLE VI.

By the first and second articles of this Agreement, territory, yielding an annual revenue of 19,16,000 Rupees, is restored to the Sircar of Row Pundit Purdhaun Behauder; in lieu thereof, and for the purposes hereafter mentioned, the said Row Pundit Purdhaun Bahauder agrees and stipulates to cede, in perpetuity, to the Honorable English East-India Company, from the province of Bundelcund, conquered for the Poona State by Ali Behauder,

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A.D. 1803
The Peshwa.

hauder, territory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to the following detail:

1. In lieu of the country of Savenore, and Taalooks of Buncapoor, in the Carnatic, and the Purgunnah of Oolpar, in Guzerat, a tract of territory, yielding an annual revenue of 19,16,000 Rupees.

2. On account of the stated high value of Oolpah, a tract of territory, yielding an annual revenue of 50,000 Rupees, in excess for that Purgunnah.

3. To bear the entire expence of the regiment of cavalry mentioned in Article III., a tract of territory, yielding an annual revenue of 7,50,000 Rupees.

4. To serve as an equivalent for the expence to be incurred by the British Government, in paying and maintaining, during the present war, the five thousand cavalry mentioned in Article V., a tract of territory, yielding an annual revenue of 5,00,000 Rupees, and lastly, a tract of territory, yielding an annual revenue of 4,00,000 Rupees, to meet the extraordinary expence which the British Government must be subject to, in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued and punished.

Total ceded from Bundelcund 36,16,000 Rupees.

ARTICLE VII.

The whole of the foregoing territory, ceded, as above, from Bundelcund to the Honorable English East-India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

ARTICLE VIII.

Inasmuch as the Purgunnah of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the city of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Purgunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the convenience of the said city, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And inasmuch as the sovereignty of the river Taptie doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpar shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpah territory, connecting with the said river Taptie, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall

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shall be entitled to receive from the owners of the wreck a just and reasonable compensation. A.D. 1803 The Peshwa.

Signed, sealed, and exchanged, at Poona, the 16th December, Anno Domini 1803, or the 1st Ramzaun, Anno Higeræ 1218.

Ratified by the Governor General in Council, the 7th January, 1804.

No. LXVI.

TREATY *with the* King of Queda, 1802.

Seal of Yeng Re Pur Tuan Rajah Mooda.

Seal of Datto Bindahara.

Seal of Che Ngan Abdoola.

In the year of the Higera of the Prophet (the peace of the most high God be upon him) 1215, the year Hun, on the twelfth day of the moon Mohurrum, on the day Aaorbare (Wednesday), whereas, this day, this writing sheweth, that Sir George Leith, Baronet, Lieutenant Governor of Pulo Pinang,* on the part of the English Company, has agreed on and concluded a Treaty of friendship and alliance with his Highness Yeng de Pur Tuan Rajah Mooda of Purlees and Queda, and all his officers of state and royals of the two countries, to continue on sea and land, as long as the sun and moon retain their motion and splendor, the articles of which Treaty are as follows: A.D. 1802 The King of Queda.

ARTICLE I.

The English Company are to pay annually to his Highness Yeng de Pur Tuan of Purlees and Queda, ten thousand dollars, as long as the English shall continue in possession of Pulo Pinang, and the country on the opposite coast hereafter mentioned.

ARTICLE

* Prince of Wales Island.

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A.D. 1802
The King of Queda.

ARTICLE II.

Yeng de Per Tuan agrees to give to the English Company, for ever, all that part of the sea coast that is between Qualla Kurrican and the river side of Qualla Mooda, and measuring in land from the sea side sixty Orlongs; the whole length above mentioned to be measured by people appointed by Yeng de Pur Tuan and the Company's people. The English Company are to protect this coast from all enemies, robbers, and pirates, that may attack it by sea, from south to north.

ARTICLE III.

His Highness Yeng de Pur Tuan agrees, that all kinds of provisions wanted for Pulo Pinang, the ships of war and the Company's ships may be bought at Purlies and Queda, without impediment or being subject to any duty or custom; and all boats going from Pulo Pinang to Purlies and Queda, for the purpose of purchasing provisions, are to be furnished with proper passports for that purpose, to prevent impositions.

ARTICLE IV.

All slaves running away from Purlies and Queda to Pulo Pinang, or from Pulo Pinang to Purlies and Queda, shall be returned to their owners.

ARTICLE V.

All debtors running from their creditors from Purlies and Queda to Pulo Pinang, or from Pulo Pinang to Purlies and Queda, if they do not pay their debts, their persons shall be delivered up to their creditors.

ARTICLE VI.

Yeng de Pur Tuan shall not permit Europeans, of any other nation, to settle in any part of his dominions.

ARTICLE VII.

The Company are nor to receive any such people as may be proved to have committed rebellion, or high treason, against Yeng de Pur Tuan.

ARTICLE VIII.

All persons, guilty of murder, running from Purlies and Queda to Pulo Pinang, or from Pulo Pinang to Purlies and Queda, shall be apprehended and returned in bonds.

ARTICLE IX.

All persons stealing Chops (forgery) to be given up likewise.

ARTICLE X.

All those who are or may become enemies to the Company, Yeng de Pur Tuan shall not assist with provisions.

ARTICLE XI.

All persons belonging to Yeng de Pur Tuan, bringing the produce of the country down the river, are not to be molested or impeded by the Company's people.

ARTICLE

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A.D. 1802 — The King of Queda.

ARTICLE XII.

Such articles as Yeng de Pur Tuan may stand in need of from Pulo Pinang are to be procured by the Company's agents, and the amount to be deducted out of the gratuity.

ARTICLE XIII.

As soon as possible after the ratification of this Treaty, the arrears of gratuity now due, agreeable to the former Treaty and Agreement to his Highness Yeng de Pur Tuan of Purlies and Queda, to be paid off.

ARTICLE XIV.

On the ratification of this treaty, all former Treaties and agreements between the two Governments to be null and void.

These fourteen articles being settled and concluded between his Highness Yeng de Pur Tuan and the English Company, the countries of Purlies and Queda, and Pulo Pinang, shall be as one country; and whoever shall depart or deviate from any part of this agreement, God will punish and destroy him: he shall not prosper.

This done and completed, and two Treaties, of the same tenor and date, interchangeably given between his Highness Yeng de Pur Tuan and the Governor of Pulo Pinang, and sealed with the seals of the state officers immediately officiating under his Highness Yeng de Pur Tuan, in order to prevent disputes hereafter.

Wrote by Hakim Ebrahim Eben (son of) Sirree Rajah Mooda, by order of his Highness Yeng de Pur Tuan of exalted dignity.

Seal of Hakim Ebrahim.

A true Translation,

(Signed) J. Swaine, *M. T.*

Approved and confirmed by the Governor General in Council, November 1802.

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No. LXVII.

Supplementary Treaty *with the* Rajah of Mysoor, 1803, *with reference to the fifteenth Article of the Treaty of Mysoor, concluded in* 1799.*

A.D. 1803
The Rajah of Mysoor.

Supplementary Treaty *for adjusting an exchange of certain Districts between the* English East-India Company Behauder *and his Highness* Maharajah Mysoor Kistna Rajah Oodeaver Behauder, Rajah of Mysoor.

Whereas it is provided, by the fifteeth article of the Treaty of Mysoor, that if occasion should require, certain interchange of territory should be made between the Honorable Company and his Highness, and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts, belonging to the said English East-India Company Behauder, should be exchanged for other districts of equal value, belonging to the said Maharajah Mysoor Kistna Rajah Oodeaver Behauder, Rajah of Mysoor, wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded, on the one part, by Josiah Webbe, Esq. in the name and on behalf of the Most Noble Richard Marquis Wellesley, K. P. Governor General for all affairs, civil and military, of the British Nation in India, by virtue of full powers vested in him for this purpose by the said Richard Marquis Wellesley, Governor General, and on the other part, by Maharajah Mysore Kistna Rajah Oodeaver Behauder, Rajah of Mysore, in his own behalf.

ARTICLE I.

It is agreed and stipulated, that the following interchange of districts shall take place between the contracting parties, *viz.* that the districts belonging to Maharajah Mysore Kistna Rajah Oodeaver Behauder contained in Schedule A. hereunto annexed, shall be ceded to the English East-India Company Behauder, who, in lieu thereof, shall cede to the said Maharajah Behauder the districts contained in Schedule B. hereunto annexed.

This

* Vide Treaties concluded by the Government of Fort St. George.

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This supplementary Treaty, consisting of one article, with two Schedules annexed, having been settled and concluded on this 29th day of December, Anno Domini 1803, corresponding to the 14th day of Ruzan, Anno Higeræ 1218, and to the 16th day of the month of Poorheam, of the year 1725 of the Soleraudan era, at Hurryghur, by Josiah Webbe, Esq. with the Maharajah Oodeaver Behauder, Mr. Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to his Highness the Maharajah, who has likewise delivered to Mr. Webbe another copy, in Persian and English, bearing his Highness's seal, and signed by Lutcheena, widow of the late Kistna Rajah and sealed and signed by Purneah, Dewan to his Highness Maharajah Oodeaver Behauder; and Mr. Webbe has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same, under the seal and signature of the Most Noble the Governor General, on the receipt of which by the said Maharajah, the present supplementary Treaty shall be deemed complete and binding on the Honorable East-India Company and on the Maharajah Mysore Kistna Rajah Oodeaver Behauder, and the copy of it now delivered to the said Maharajah shall be returned. A.D. 1803 Rajah of Mysoor.

(Signed in the Gentoo Language.) (LS)

SCHEDULE A.

Districts to be ceded by his Highness the Rajah of Mysore to the Honorable Company.

Woodunpatore - - - - - - - -	5,840	1	4
Era Sawer Seemy - - - - - - - -	1,300	0	0
Two thirds of Punganoor - - - - - -	10,000	0	0
Wynaad - - - - - - - - -	10,000	0	0
Hulhul - - - - - - - - - -	2,400	0	0
Port of Goodicotta - - - - - - -	4,907	12	8
C. Pagodas -	34,447	13	12

SCHEDULE B.

Districts to be ceded by the Honorable Company to his Highness the Rajah of Mysore.

Hoolulkura - - - - - - - - -	11,425	4	8
Mycondah - - - - - - - - -	12,226	9	4
Hurryghur - - - - - - - - -	10,796	0	0
C. Pagodas -	34,447	13	12

*** Vide, also, the further Supplementary Articles concluded in 1807.

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No. LXVIII.

A.D. 1803 The Nizam.

Instrument, *under the Signature of the* Governor General in Council, *delivered to the* Nizam (Secundar Jah) *on his Accession to the* Musnud, *recognizing all the former Treaties and Engagements with* Nizam Alli *deceased.*

The friendship and alliance which so firmly and happily subsisted between his late Highness the Nawaub Nizam Alli Khan, Soubahdar of the Decan, and the Honorable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between his late Highness's eldest son and successor, the Nawaub Secunder Jah, and the Honorable Company, and all Treaties and Engagements which subsisted between his late Highness and the Honorable Company's Government shall be considered to be in full force, to all intents and purposes. And his Excellency, the Most Noble the Governor General in Council, hereby declares, on the part of the Honorable Company, that the British Government is effectually bound by the said Engagements and Treaties, and that the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honorable Company and the signature of his Excellency the Most Noble the Governor General in Council, at Fort William, in Bengal, this 24th day of August, 1803.

Extract *Letter to the* Resident *at* Hydrabad, *dated 25th November,* 1803.

The Soubahdar* must be required to execute an additional article of Treaty, declaring that, in time of joint war, all the forts in his Highness's dominions shall be open to the British troops, and that all the officers of his Government shall employ their power, and the resources at their command, in participating the operations of the British troops. This obligation will be made reciprocal.

Extract

* Nizam, or Soubahdar of the Decan.

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Extract *Letter from the* Resident *at* Hydrabad, *dated 10th January,* 1804.

Para. 4. Reminding his Highness, at length, of the immediate object of my visit, and of the assurances which he gave to your Excellency in his late letter, I produced the Additional Article* of Treaty, drawn up in conformity to your Excellency's instructions of the 25th of November last, and after delivering to him one instrument, duly sealed and signed by me, received one, in return, from his Highness, signed by himself, and authenticated by his great and little seal, which I have herewith the honor to enclose.

A.D. 1803 — The Nizam.

No. LXIX.

Treaty *with the* Rajah of Bhurrutpore, 1803.

Treaty *concluded between his Excellency* General Gerard Lake, *Commander in Chief of His Majesty's and the Honorable Company's Forces in the East-Indies, on the part of his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Captain General and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William, in Bengal, and* Maha Rajah Bishoinder Sewaee Runjeet Sing Behauder.

A.D. 1803 — Rajah of Bhurrutpore.

ARTICLE I.

Perpetual friendship shall be maintained between Maha Rajah Bishoinder Sewaee Runjeet Sing Behauder, Behauder Jung, and the Honorable Company.

ARTICLE II.

The friends and enemies of either state shall be the friends and enemies of both.

ARTICLE III.

The British Government shall never interfere in the concerns of the Maha Rajah's country, nor exact any tribute from him.

2 K 2 ARTICLE

* Not recorded.

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A.D. 1803

Rajah of Bhurrutpore.

ARTICLE IV.

If an enemy should invade the territories of the Honorable Company, the Maha Rajah hereby engages to furnish to the English the aid of his troops in the expulsion of such enemy. And, in like manner, the Honorable Company engages to assist the Maha Rajah with its forces, in defending his dominions against external attacks.

The sincerity of this Engagement is attested on the Holy Bible.

Dated on the 29th day of September, in the year of our Lord 1803, corresponding with the 11th day of the month of Jemmaudee-ul-Saunee, in the year 1218 Higera.

No. LXX.

TREATY *with the* Rajah of Macherry, 1803.

A.D. 1803

Rajah of Macherry.

TREATY *concluded between his Excellency* General Gerard Lake, *Commander in Chief of His Majesty's and the Honorable Company's Forces in the East-Indies, on the part of his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Captain General and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William, in Bengal, and* Maha Rao Rajah Seway Buctawur Sing Behauder.

ARTICLE I.

A permanent friendship is established between the Honorable English East-India Company and Maha Rao Raja Seway Buctawur Sing Behauder, and between their heirs and successors.

ARTICLE II.

The friends and enemies of the Honorable Company shall be considered the friends and enemies of Maha Rao Rajah, and the friends and enemies of Maha Rao Rajah shall be the friends and enemies of the Honorable Company.

ARTICLE

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ARTICLE III.

A.D. 1803 — Rajah of Macherry.

The Honorable Company shall not interfere with the country of Maha Rao Rajah, nor shall demand any tribute from him.

ARTICLE IV.

In the event of any enemy evincing a disposition to attack the countries now in the possession of the Honorable Company, or of their allies in Hindostan, Maha Rao Rajah agrees to send the whole of his force to their assistance, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

ARTICLE V.

As, from the friendship established by the second article of the present Treaty, the Honorable Company become guarantee to Maha Rao Rajah for the security of his country against external enemies, Maha Rao Rajah hereby agrees, that if any misunderstanding should arise between him and the Sircar of any other chieftain, Maha Rao Rajah will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rao Rajah may demand aid from the Company's Government. In the event above stated in this article, it will be granted; and Maha Rao Rajah agrees to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other chieftains of Hindostan.

Dated on the 14th day of November, 1803 of the Christian æra, agreeing with the 26th of Rujeb, 1218 Higera, and the 15th of Aghun, 1860 Sumbut.

No. LXXI.

TREATY *with the* Rajah of Jyepoor (*or* Jyenagur), 1803.

A.D. 1803 — Rajah of Jyepoor.

TREATY *of Amity and Alliance between the* Honorable the English East-India Company *and* Maha Rajah Dheeraj Raj Rajinder Seway Juggut Sing Behauder, *settled by his Excellency* General Gerard Lake, *Commander-in-Chief of the British Forces in India, in virtue of Authority vested in him for that Purpose by his Excellency the Most Noble*

Richard.

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A.D. 1803
Rajah of Jyepoor.

Richard Marquis Wellesley, *Knight of the Most Illustrious Order of St. Patrick, one of his Britannic Majesty's most Honorable Privy Council, Governor General in Council of all the British Possessions, and Captain General of all the British Land Forces in the East-Indies, in Behalf of the Honorable the* English East-India Company, *and by* Maha Rajah Dheeraj Raj Rajinder Seway Juggut Sing Behauder, *in Behalf of himself, his Heirs and Successors.*

ARTICLE I.

A firm and permanent friendship and alliance is established between the Honorable the English Company and Maha Rajah Dheeraj Juggut Sing Behauder, and between their heirs and successors.

ARTICLE II.

Whereas friendship has been established between the two states, the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both states.

ARTICLE III.

The Honorable Company shall not interfere in the government of the country now possessed by Maha Rajah Dheeraj, and shall not demand tribute from him.

ARTICLE IV.

In the event of any enemy of the Honorable Company evincing a disposition to invade the country lately taken possession of by the Honorable Company in Hindostan, Maha Rajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

ARTICLE V.

Whereas, in consequence of the friendship established by the second article of the present Treaty, the Honorable Company become guarantees to the Maha Rajah Dheeraj for the security of his country against external enemies, Maha Rajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other state, Maha Rajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajah Dheeraj may demand aid from the Company's Government. In the event above stated, it will be granted; and Maha Rajah Dheeraj agrees to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other chieftains of Hindostan,

ARTICLE

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A.D. 1803
Rajah of Jyepoor.

ARTICLE VI.

Maha Rajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act during the time of war, or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

ARTICLE VII.

The Maha Rajah shall not entertain in his service, or in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's Government.

The above Treaty, comprised in seven articles, has been duly concluded and confirmed, by the seal and signature of his Excellency General Gerard Lake, at Surhindee, in the Soobah of Akburrabad, on the 12th day of December, 1803 of the Christian æra, corresponding with the 26th of Shabaan, 1218 Higera, and with the 14th of Poos, 1860 Sumbut; and under the seal and signature of Maha Rajah Dheeraj Raj Rajinder Seway Juggut Sing Behauder, at ——— on the — day of —— 180– of the Christian æra, corresponding with the — of ——— 1218 Higera, and with the — of —— 1860 Sumbut. When a Treaty, containing the above seven articles, shall be delivered to Maha Rajah Dheeraj, under the seal and signature of his Excellency the Most Noble the Governor General in Council, the present Treaty, under the seal and signature of his Excellency General Lake, shall be returned.

No. LXXII.

Treaty *with* Rajah Umbajee Rao Englah, 1803.

A.D. 1803
Rajah of Umbajee.

Treaty *of Amity and Alliance between the* Honorable the East-India Company *and* Rajah Umbajee Rao Englah, *providing for the Relinquishment to the* Honorable Company *of certain Districts, including the Forts of* Gualior, Gohud, *and others, hitherto held in farm by* Rajah Umbajee, *and for the Guarantee, on the Part of the* Honorable Company, *to* Rajah Umbajee *of certain Portions of Country, including the Fort of* Narwar *and others, to be held by him in Sovereignty, concluded by his Excellency* General Gerard Lake, *Commander in Chief of the British Forces in India, in virtue of Authority vested in him for that Purpose by his Excellency the Most Noble* Richard Marquis Wellesley,

A.D. 1803
Rajah of Umbajee.

Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Britannick Majesty's Most Honorable Privy Council, Captain General and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William, in Bengal, on the Part of the* Honorable Company, *and by* Rajah Umbajee Rao Englah, *for himself, his Heirs, and Successors.*

ARTICLE I.

A permanent friendship and alliance is established between the Honorable Company and Rajah Umbajee Rao Englah, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both, and neither party shall swerve from this obligation.

ARTICLE II.

Rajah Umbajee hereby agrees to deliver over, without delay or evasion, to the Company's Government, the fortress of Gualior with the districts undermentioned, which have been hitherto held by him in farm, with the forts situated in them, whenever the officers of the Company's Government may be deputed for the purpose of taking possession of them; and farther agrees, that these districts and forts may be disposed of as may appear expedient to the British Government, relinquishing, on his part, all farther claims, on any account whatever, to the said districts and forts.

Gualior Khas - - - - - - - - - Rupees	40,000
Atree and other five Mohals:	
Chummerch, Bower, Salbye, and Chounara - - -	1,50,000
Allahpore - - - - - - - - - - -	40,000
Summoulee - - - - - - - - - - -	60,000
Puhorghur and others of Talook Inkurwaree - - -	1,00,000
Talook Jetawur - - - - - - - - -	25,000
Purgunna Dolpore - - - - - - - - -	1,50,000
——— Baree - - - - - - - - -	2,00,000
——— Rajakera - - - - - - - -	60,000
——— Binde with its Talooks - - - - -	2,20,000
——— Attere - - - - - - - - -	1,10,000
Talook Phoonp - - - - - - - - -	20,000
——— Oomree - - - - - - - - -	35,000
——— Balawa - - - - - - - - -	30,000
——— Ammow - - - - - - - - -	1,00,000
——— Jagnee - - - - - - - - -	30,000
Carried forward - -	13,70,000

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A.D. 1803

Rajah of Umbajee.

Brought forward	13,70,000
Seray Choolah	10,000
Doondree	40,000
Ahnoun	1,00,000
Noorabad	25,000
Attowra	25,000
Bahadurpore	30,000
Ballaitee	20,000
Curwas	15,000
Hawellee Gohud	50,000
Behut	50,000
Sooklharee	8,000
Talook Aman	25,000
Inderkee	50,000
Budhaik	18,000
Bhandere	2,00,000
Nhodah	30,000
Lehar and six others, forming the Zillah Kutchwakar	2,00,000
Goojera	10,000
Kuttoullee	2,00,000
Lawunkalan	30,000
Pergunna Noh	50,000
——— Betwa	50,000
——— Deoghur	50,000
Rupees	26,56,000

ARTICLE III.

In consideration of the friendship and attachment to the Honorable Company manifested by Rajah Umbajee by the engagements entered into on his part by the present Treaty, the Honorable East-India Company do hereby guarantee to the Rajah, and to his heirs and successors, the possession in sovereignty of the fort of Narwar, and the districts undermentioned, which are reported by the officers of the Rajah to be now in his possession, with the forts situated in them. The Honorable Company shall demand no tribute or rent whatever from Rajah Umbajee on account of these possessions.

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A.D. 1803

Rajah of Umbajee.

Narwar Khas - - - - - - - - -	Rupees 9,000
Talook Surwareeu - - - - - - - - -	9,000
——— Bara Doongree - - - - - - -	4,500
——— Digdoulee and Cheras - - - - - -	8,000
——— Rajaghur - - - - - - - -	7,500
——— Guneshkera - - - - - - - -	3,500
——— Barye, &c. - - - - - - - -	1,000
——— Ray - - - - - - - - -	4,000
——— Saseram - - - - - - - -	5,000
——— Souknee - - - - - - - -	7,000
——— Kureeawul - - - - - - - -	10,000
——— Deoghur - - - - - - - -	1,500
——— Mooseree - - - - - - - -	5,000
——— Gopaulpore - - - - - - - -	5,000
——— Doongerpoor and Magrounee - - - - -	25,000
——— Pattye kurye - - - - - - - -	6,000
——— Beeturwas, &c. - - - - - - -	46,200
Villages of Gualior which have been attached to Narwar, *viz.* Rampore, Bounee, and Buseree - - - -	5,000
Doodakhaner - - - - - - - - - -	10,000
Suer - - - - - - - - - - -	12,000
Suboolghur and nine others - - - - - -	1,25,000
Beejipore and two others - - - - - - -	47,000
Pouree - - - - - - - - - - -	51,000
Sersye and Paren - - - - - - - -	4,000
Utulpore Beejrawan - - - - - - - -	5,000
Lawun of Pergunna Shadoura - - - - - -	2,500
Doulaghur kursena - - - - - - - -	5,500
Talook Benouree - - - - - - - -	2,000
Budrita and Village Kera and two others - - - -	12,000
Negounee - - - - - - - - - -	1,500
Villages of Enam Chutree, Trimuckjee, &c. - - -	10,000
Pergunna Googul Chutree - - - - - - -	45,000
Talook Alumpore - - - - - - - -	25,000
——— Koonch - - - - - - - -	1,50,000
——— Sepree - - - - - - - - -	50,000
Carried forward -	7,19,700

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A.D. 1803
Rajah of Umbajee.

Brought forward - - - - -	7,19,700
Talook Kolarus - - - - - - - - - -	50,000
——— Irnee - - - - - - - - - -	20,000
——— Kearah - - - - - - - - -	70,000
——— Terait - - - - - - - - - -	7,000
——— Oochar Bubroalee - - - - - - - -	15,000
——— Lawur, Chupar, and Badaoon - - - -	1,500
Village Kooneru - - - - - - - - -	3,000
Talook Alkee Beelhree - - - - - - -	2,500
——— Chergawun - - - - - - - - -	6,000
——— Ranaghur and Kergawun - - - - -	6,000
——— Mookuree - - - - - - - - -	10,000
——— Booshera - - - - - - - - -	2,000
——— Gurwaee - - - - - - - - -	7,000
——— Lamrut Berutch - - - - - - - -	7,000
Village Gatta Budoura - - - - - - - -	4,000
——— Derut - - - - - - - - - -	5,000
Talook Falood - - - - - - - - - -	10,000
Roomalee Burwa Sagur - - - - - - - -	10,000
——— Sesye - - - - - - - - -	10,000
Talook Dooan Berye - - - - - - - - -	10,000
——— Bangpoor - - - - - - - - -	4,000
Pergunna Mamohunee - - - - - - - -	25,000
Rupees -	9,41,700

ARTICLE IV.

Rajah Umbajee shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the English Government.

ARTICLE V.

Rajah Umbajee, during the period of this or any future war which may take place with the enemies of the British Government, in the vicinity of his possessions, shall join the Company's army with the whole of his troops; and in this event, although the Rajah retains the sole command of his own army, he agrees to act in the war agreeably to the advice and counsel of the Commander of the Company's troops.

 ARTICLE

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A.D. 1803

Rajah of Umbajee.

ARTICLE VI.

Whereas, in consequence of the third article of the present Treaty, the Honorable Company becomes guarantee to Rajah Umbajee for the security of his country against external enemies, Rajah Umbajee hereby agrees, that if any misunderstanding should arise between him and any other state, the Rajah will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Rajah Umbajee may demand aid from the Company's Government. In the event above stated in this article, it will be granted; and Rajah Umbajee agrees to take upon himself the charge of the expence of such aid, at the same rate as has been settled with the other chieftains of Hindostan.

ARTICLE VII.

The guns, ammunition, and military stores, now in the forts to be delivered over to the Honorable Company, shall be considered the property of the Honorable Company. Rajah Umbajee is, at the same time, empowered to carry off whatever money, grain, or property of any other description than that above mentioned, which may be in the forts, and no interruption shall be given, on the part of the Company's officers, to his so doing.

ARTICLE VIII.

The Honorable Company agree, that Rajah Umbajee, whenever he may make a request to that purpose, shall be allowed to reside, with his relations, and family and property, in whatever place, within the Company's dominions, he may chuse, without any molestation on the part of the Company's Government.

ARTICLE IX.

In the event of a peace being concluded between the Honorable Company and the Mahratta States, the Honorable Company shall consider Rajah Umbajee included in the Treaty as an ally of the Company.

ARTICLE X.

If any enemy of both the parties should invade the country of Umbajee, and the English army act in concert with the troops of Rajah Umbajee in expelling the enemy, in this case Rajah Umbajee shall not be liable to any expence on account of the Honorable Company's troops.

The above Treaty, comprised in ten articles, has been duly concluded and confirmed, under the seal and signature of his Excellency General Gerard Lake, at Surhindee, in the Soobah of Ukburrabad, on the 16th day of December, 1803 of the Christian æra, corresponding with the 1st of Ramzan, 1218 Higera, and with the 2d of Poos Soodee, 1860 Sumbut,

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Sumbut, and under the seal and signature of Rajah Umbajee Rao Englah, at ——— on the — day of ——— of the Christian æra, corresponding with the — of ——, 1218 Higera, and with the — of ———, 1860 Sumbut. When a Treaty, containing the above ten articles, shall be delivered to Rajah Umbajee Rao Englah, and the seal and signature of his Excellency the Most Noble the Governor General in Council, the present Treaty, under the seal and signature of his Excellency General Gerard Lake, shall be returned.

A.D. 1803
Rajah of Umbajee.

No. XLIII.

TREATY *of Peace and Friendship with the* Rajah of Berar, 1803.

TREATY *of* PEACE *between the* Honorable English India Company *and their Allies, on the one Part, and* Senah Saheb Soubah Ragojee Bhoonslah, *on the other; settled by* Major General the Honorable Arthur Wellesley, *on the Part of the* Honorable Company *and their Allies, and by* Jeswunt Rao Ramchundar, *on the Part of* Senah Saheb Soubah Ragojee Bhoonslah, *who have each communicated to the other their full Powers.*

A.D. 1803
Rajah of Berar.

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and their Allies, on the one part, and Senah Saheb Soubah Ragojee Bhoonslah, on the other.

ARTICLE II.

Senah Saheb Soubah Ragojee Bhoonslah cedes to the Honorable Company and their Allies, in perpetual sovereignty, the province of Cuttack, including the port and district of Balasore.

ARTICLE III.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories, of which he has collected the revenues, in participation with the Soubah of the Deckan, and those of which he may have possession, which are to the westward of the river Wurdah.

ARTICLE IV.

It is agreed, that the frontier of Senah Saheb Soubah, towards the territories of his Highness the Souhah of the Deckan, shall be formed, to the west, by the river Wurdah, from its issue from the Injardy Hills to its junction with the Godavery. The hills on which

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A.D. 1803 — Rajah of Berar.

which are the forts of Nernullah and Gawilghur are to be in the possession of Senah Saheb Soubah, and every thing south of those hills, and to the west of the river Wurdah, is to belong to the British Government and their Allies.

ARTICLE V.

Districts amounting to four lacks of Rupees per annum, contiguous to, and to the south of the forts of Nernullah and Gawilghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major General Wellesley, and delivered over to Senah Saheb Soubah, at the same time with the forts.

ARTICLE VI.

Senah Saheb Soubah, for himself, his heirs, and successors, entirely renounces all claims, of every description, on the territorities of the British Government and their Allies, ceded by the second, third, and fourth articles, and on all the territories of his Highness the Soubah of the Deckan.

ARTICLE VII.

The Honourable Company engage, that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist, or may hereafter arise, between the Honorable Company's Allies, Secunder Jah Behauder, his heirs and successors, and Rao Pundit Purdhaun, his heirs and successors respectively and Senah Saheb Soubah.

ARTICLE VIII.

Senah Saheb Soubah engages never to take or retain in his service any Frenchman, or the subject of any other European or American power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honourable Company engage, on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah, who may fly from, or rebel against his authority.

ARTICLE IX.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited ministers from each shall reside at the Court of the other.

ARTICLE X.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah: these Treaties are to be confirmed. Lists of the persons with whom such treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by his Excellency the Governor General in Council.

ARTICLE

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A.D. 1803

Rajah of Berar.

ARTICLE XI.

Senah Saheb Soubah hereby renounces, for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindiah and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those chiefs, if the war with them should still continue.

ARTICLE XII.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major General Wellesley; at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major General Wellesley engages, that the Treaty shall be ratified by his Excellency the Most Noble the Governor General in Council, and that the ratification shall be delivered in two months from this date.

(Signed) ARTHUR WELLESLEY,
Major General.

JESWUNT RAO RAMCHUNDER,
on the part of Senah Saheb Soubah.

Done in Camp, at Deogaum, this 17th December, 1803, answering to the 2d Ramzaun, 1213 Fuzalee.

A true Copy,
(Signed) ARTHUR WELLESLEY,
Major General.

Ratified by the Governor General and Council, 9th January 1804.

No. LXXIV.

TREATY *of* PEACE *and* FRIENDSHIP *with* Dowlut Rao Scindiah.

A.D. 1803

Dowlut Rao Scindiah.

TREATY *of* PEACE *between the* Honorable English East-India Company, *and their Allies, on the one Part, and the* Maha Rajah Ali Jah Dowlut Rao Scindiah, *on the other; settled*

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Dowlut Rao Scindiah.

settled by Major General the Honorable Arthur Wellesley, *on the Part of the* Honorable Company *and their Allies, and by* Eetul Mahadeo, Moonshee Kavel Nyn, Jeswunt Rao Goorparah Ameer-ool-Omrah, *and* Narroo Hurry, *on the Part of the* Maha Rajah Dowlut Rao Scindiah, *who have each communicated to the other their full Powers.*

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and their Allies, on the one part, and the Maha Rajah Ali Jah Dowlut Rao Scindiah, on the other.

ARTICLE II.

The Maha Rajah cedes to the Honorable Company and their Allies, in perpetual sovereignty, all his forts, territories, and rights in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests, in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Ranah of Gohud, of which territories, &c. a detailed list is given in the accompanying Schedule. Such countries formerly in the possession of the Maha Rajah, situated between Jeypoor and Jodepoor, and to the southward of the former, are to belong to the Maha Rajah.

ARTICLE III.

The Maha Rajah likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, the fort of Baroach and territory depending thereon, and the fort of Ahmednuggur and territory depending thereon; excepting those lands which it is agreed, by the eighth article of this Treaty, that the Maha Rajah is to retain.

ARTICLE IV.

The Maha Rajah likewise cedes to the Honorable Company and their Allies, all the territories which belonged to him previous to the breaking out of the war, which are situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery.

ARTICLE V.

The Maha Rajah Ali Jah Dowlut Rao Scindiah, for himself, his heirs, and successors, hereby renounces all the claim to the forts, territories, rights, and interests, ceded by the second, third, and fourth articles; and all claims, of every description, upon the British Governments and their Allies, the Soubahdar of the Deckan, the Peishwah, and Anund Rao Guikwar.

ARTICLE

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Dowlut Rao Scindiah.

ARTICLE VI.

The fort of Asseerghur, the city of Boorhanpore, the forts of Powanghur and Dohud, and the territories in Candeish and Guzerat, depending on these forts, shall be restored to the Maha Rajah Dowlut Rao Scindiah.

ARTICLE VII.

Whereas the Maha Rajah Dowlut Rao Scindiah has represented that his family have long held in Enaum, as a gift from the Kings of Hindostan, the districts of Dholpoor, Baree, and Rajah-Kerrah, which are situated to the northward of the countries of the Rajahs of Jeypoor and Jodepoor, and of the Ranah of Gobud, and that lands in Hindostan, ceded by the second article of this Treaty to the Honorable Company and their Allies, are held in Jaghire by persons of the family of the late Madhajee Scindiah, and others by principal Sirdars in his service, all of whom would suffer distress, if deprived of the advantages they enjoy in those countries: it is agreed, that the Maha Rajah shall continue to hold and enjoy, in Enaum, the lands of Dholpoor, Baree, and Rajah Kerrah, and that Bala Baye Sahib, and Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamdah, Amrajee Jadhoo, and Wirdah Charie, shall continue to hold their lands in Jaghire, under the protection of the Honorable Company. And further, in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed, that the Honorable Company shall either pay pensions, or grant lands in Jaghire, according to the option of the British Government, to certain other Sirdars and others, to be named by the Maha Rajah, provided that the total amount of the sums paid, or Jaghires granted or held, does not exceed seventeen lacks of Rupees per annum, including the annual value of the lands, which it is agreed by this article that Bala Baye Sahib, Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamdah, Amrajee Jadhoo, and Wirdah Charie, are to continue to hold; and provided that no troops in the service of the Maha Rajah are to be introduced into Dholpoor, Baree, and Rajah Kerrah, or the other lands held in Jaghire, under the pretence of collecting the revenue, or any other pretence whatever.

ARTICLE VIII.

Whereas the Maha Rajah Dowlut Rao Scindiah has represented, that his family have long held in Enaum certain lands, villages, &c. in the territories of Rao Pundit Purdhaun, *viz.*

Chomargoondee Pergunna,
Jamgaum,
Ranjingaum,
Half of Seo Gaum Pergunna,
Six villages in Umber Pergunna,

Five

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Dowlut Rao Scindiah.

Five villages in Pytun Pergunna,
Five villages in Niwaz Pergunna,
Five villages in Kurla Pergunna,
Six villages in Poona Pergunna,
Two villages in Wahy Pergunna,
Six villages in Patutood Pergunna,
Five villages in Pandipeergaum Pergunna,
Five villages in Pagood Pergunna,
Two villages in Parnyra Pergunna,

which have lately been taken possession of by the British Government and their Allies; it is agreed, that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages, under pretence of collecting the revenues, or any other pretence whatever.

ARTICLE IX.

Certain Treaties have been made by the British Government with Rajahs and others, heretofore feudatories of the Maha Rajah Ali Jah Dowlut Rao Scindiah. These Treaties are to be confirmed; and the Maha Rajah hereby renounces all claims upon the persons with whom such Treaties have been made, and declares them to be independant of his Government and authority, provided that none of the territories belonging to the Maha Rajah, situated to the southward of those of the Rajahs of Jeypoor and Jodepoor and the Ranah of Gohud, of which the revenues have been collected by him or his Aumildars, or have been applicable, as Surinjamee, to the payment of his troops, are granted away by such Treaties. Lists of the persons with whom such Treaties have been made will be given to the Maha Rajah Dowlut Rao Scindiah, when this Treaty will be ratified by his Excellency the Governor General.

ARTICLE X.

No person whatever is hereafter to be molested, on account of the part which he may have taken in the present war.

ARTICLE XI.

It is agreed, that the rights of his Highness the Peishwah to certain lands in Malwa, and elsewhere, shall be established as heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honorable Company shall mediate, arbitrate, and decide, according to the principles of justice, between his Highness and the Maha Rajah, and whatever shall be thus decided will be agreed to by both Parties, and will be carried into execution.

ARTICLE

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Dowlut Rao Sciudiah.

ARTICLE XII.

The Maha Rajah Dowlut Rao Scindia hereby renounces all claims upon his Majesty Shah Aulum, and engages, on his part, to interfere no further in the affairs of his Majesty.

ARTICLE XIII.

The Maha Rajah Ali Jah Dowlut Rao Scindiah engages never to take or retain in his service any Frenchman, or the subject of any other European or American Power, the Government of which may be at war with the British Government; or any British subject, whether European or native of India, without the consent of the British Government.

ARTICLE XIV.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed, that accredited ministers from each shall reside at the court of the other.

ARTICLE XV.

The Honorable Company being bound by Treaties of general defensive alliance with his Highness the Soubahdar of the Deckan and his Highness Rao Pundit Purdhaun, to which the Maha Rajah Ali Jah Dowlut Rao Scindiah is desirous of acceding, he is to be admitted to the benefits thereof; and the Honorable Company, with a view to the future security of the Maha Rajah's territories, engage, in the event of his agreeing to the Treaty above-mentioned, in two months to furnish him with a force, consisting of six battalions of infantry, with their complement of ordnance and artillery, and usual equipments of military stores, &c., and the expense of this force is to be defrayed out of the revenues of the lands ceded by the second, third, and fourth articles. But it is agreed, that in case it should suit the interests of the Maha Rajah's Government to decline to enter into the treaty abovementioned, such refusal shall not affect any of the other stipulations of this Treaty of Peace, which are, in every respect, to be binding on the contracting parties, their heirs and successors.

ARTICLE XVI.

This Treaty is to be ratified by the Maha Rajah Dowlut Rao Scindiah in eight days from this time, and the ratification is to be delivered to Major General Wellesley.

Major General Wellesley engages, that it shall be ratified by his Excellency the Most Noble the Governor General in Council, and the ratification shall be delivered to the Maha Rajah in three months, or sooner if possible.

The orders for the cession of the territories shall be delivered to Major General Wellesley at the same time with the ratification of the Treaty of Peace; but the forts of

Asseerghur,

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A.D. 1803
Dowlut Rao Scindiah.

Asseerghur, Powanghur, and Dohud, are not to be delivered up, till accounts will have been received that the territories ceded have been evacuated by the Maha Rajah's officers and troops.

(*Signed*) ARTHUR WELLESLEY,
EETUL MAHADEO,
KAVEL NYN,
JESWUNT RAO GOORPARAH,
NARROO HURRY.

Done in Camp at Surje Anjengaum, this 30th of December, 1803, answering to the 15th Ramzaun, 1213 Fuzalee.

Ratified by the Governor General in Council, 13th February 1804.

No. LXXV.

TREATY *with the* Ranah of Gohud, 1804.

A.D. 1804
The Ranah of Gohud.

TREATY *of* AMITY *and* ALLIANCE, *between the* Honorable the East-India Company *and* Maha Rajah Seway Ranah Kerrut Sing Luckinder Behauder, *providing for the Guarantee, on the part of the* Honorable Company, *of the Country of Gohud and others, to be held by* Maha Rajah Ranah *in Sovereignty, and for the Payment, on the part of the* Maha Rajah Ranah, *of a Subsidiary Force from the* Honorable Company; *concluded by his Excellency* General Gerard Lake, *Commander-in-Chief of the British Forces in India, in virtue of Authority vested in him for that Purpose by his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Britannic Majesty's Most Honorable Privy Council, Captain General and Commander-in-Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William in Bengal, on the part of the* Honorable Company, *and by* Maha Rajah Seway Ranah Kerrut Sing Behauder, *for himself, his Heirs, and Successors.*

ARTICLE

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ARTICLE I.

A.D. 1804

The Ranah of Gohud.

A permanent friendship and alliance is established between the Honorable Company and Maha Rajah Ranah Kerrut Sing Behauder, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The Honorable the East-India Company hereby agree to establish Maha Rajah Ranah Kerrut Sing in the sovereignty of his hereditary countries of Gohud, and the undermentioned districts to be possessed by him, his heirs, and successors, free from all deductions, under the guarantee of the Honorable Company:

Gualior Khas,
Antree and others, 5 Muhals,
  Antree,
  Chummuck,
  Powan,
  Salbye and Chunour,
Ullahpore,
Summoulee,
Puhargbur and others, composing Talook Sukurwaree
Talook Jetwur,
Purgunah Binde with its Talooks,
Purgunah Phomp,
Talook Oomree,
——— Ballawa,
——— Jugnee,
Seroy Choolah,
Doondree,
Abnoun,
Noorabad,
Attowra,
Buhadurpore,
Ballaittee,
Curwas,
Hawellee Gohud,
Behut,
Talaok Sookulharee,
——— Amaun,

Inderkee

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A.D. 1804
The Ranah of Gohud.

Inderkee,
Nhodah,
Lehar and others, forming Zillah Katchwakar,
Lahar,
Rampoom,
Kuksees,
Kuthoonuda Baksa,
Gopalpoom,
Goojirra,
Kuttoulee,
Lawan Kalan,
Purgunah Mob,
——— Ratwa,
Talook Deoghur.

ARTICLE III.

Three battalions of the Honorable Company's Sepoys shall be permanently stationed with Maha Rajah Ranah for the protection of his country, the expences of which shall be regularly paid by Maha Rajah Ranah to the Honorable Company every month, at the monthly rate of twenty-five thousand Lucnow Sicca Rupees, or Rupees of the same standard value, for each battalion, amounting to the monthly sum of seventy-five thousand Rupees, or nine lacks of Rupees annually. In the event of a failure, on the part of the Maha Rajah Ranah, in the regular monthly payment of the expences of the battalions, the Honorable Company's Government retains to itself the right of appointing a person to superintend the collection of the above amount from the country.

ARTICLE IV.

Maha Rajah Ranah agrees, that the possession of the fortress and city of Gualior shall be permanently vested in the Honorable Company's Government, and that it shall be at the option of the Government to station the Honorable Company's troops in whichever of the other forts or places of strength in the Ranah's country, and at whatever time the Government may deem expedient, with the exception of Gohud; and to level such forts and places of strength in the Ranah's country, with the exception of Gohud, as to the Government may appear advisable.

ARTICLE V.

The Honorable Company shall not demand any tribute from the country delivered over to Maha Rajah Ranah Kerrut Sing

ARTICLE

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A.D. 1804

The Ranah of Gohud.

ARTICLE VI.

In the event of an enemy of the Honorable Company evincing a disposition to attack the countries lately taken possession of by the Honorable Company in Hindostan, Maha Rajah Ranah agrees to send the whole of his forces to their assistance, and exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

ARTICLE VII.

As by the second article of the present Treaty, the Honorable Company becomes guarantee to Maha Rajah Ranah for the security of his country against external enemies, Maha Rajah Ranah hereby agrees, that if any misunderstanding should arise between him and the Sircar of any other chieftain, Maha Rajah Ranah will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajah Ranah may employ the Honorable Company's troops, stationed for the protection of his country, against the opposite party.

ARTICLE VIII.

Although Maha Rajah Ranah retains the exclusive command of his own army, yet he hereby agrees to act, during the period of a war, in conformity to the advice and counsel of the Commander of the Company's troops.

ARTICLE IX.

Maha Rajah Ranah shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other persons from amongst the inhabitants of Europe, without the consent of the British Government.

The above Treaty, comprised in nine articles, has been duly concluded and confirmed, under the seal and signature of his Excellency General Gerard Lake, at Beanah, on the 17th day of January, 1804, of the Christian æra, corresponding with the 3d of Sowall, 1218 Higera, and with the 20th of Maugh, 1816 Sumbut, and under the seal and signature of Maha Raja Seway Ranah Kerrut Sing Luckindar Behauder, at Gualior, on the 29th day of January, 1804, of the Christian æra, corresponding with the 15th of Sowall, 1218 Higera, and with the 3d Phagon, 1860 Summut. When a Treaty, containing the above nine articles, shall be delivered to Maha Rajah Seway Ranah Kerrut Sing Luchinder Behauder, under the seal and signature of his Excellency the Most Noble the Marquis Wellesley, Governor General in Council, the present Treaty, under the seal and signature of his Excellency General Gerard Lake, shall be returned.

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No. LXXVI.

TREATY *of* ALLIANCE *with* Dowlut Rao Scindiah, 1804.

A.D. 1804. Dowlut Rao Scindiah.

TREATY *of* ALLIANCE *and mutual* DEFENCE *between the* Honorable the English East-India Company *and the* Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder, *and his Children, Heirs, and Successors, settled by* Major John Malcolm, *on the part of the* Honorable Company, *and by* Bapoo Eetul Punt and Moonshee Kavel Nyn, *on the part of the* Maha Rajah Dowlut Rao Scindiah, *after having communicated to each other their full Powers, the said* John Malcolm *being deputed to the Court of* Dowlut Rao Scindiah *by* Major General the Honorable Arthur Wellesley, *the Honorable* Major General *aforesaid being invested with full Powers and Authority from his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable Court of Directors of the said Company to direct and controul all their Affairs in the* East-Indies.

Whereas, by the blessing of God, the relations of friendship and union have been happily established between the Government of the Honorable Company and that of the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder by a recent Treaty of Peace, the two Governments aforesaid, adverting to the complexion of the Times, have now determined, with a view to the preservation of peace and tranquillity, to enter into this Treaty of general Defensive Alliance, for the reciprocal protection of their respective territories, together with those of their several allies and dependants, against unprovoked aggression and encroachments of all or any enemies whatever.

ARTICLE I.

The friendship and union established by the former Treaty between the two states shall be promoted and encreased by this Treaty, and shall be perpetual: the friends and enemies of either state shall be the friends and enemies of both, and their mutual interests shall henceforward be inseparable.

ARTICLE

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ARTICLE II.

If any person or state whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this article, the Governor General in Council, in behalf of the Honorable Company, hereby declares, that the British Government will never permit any power or state whatever to commit, with impunity, any act of unprovoked hostility or aggression against the rights and territories of the Maha Rajah Dowlut Rao Scindiah, but will, at all times, in compliance with the requisition of the Maha Rajah, maintain and defend the same, when such requisition is made, in the like manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of mutual Defence, the Maha Rajah agrees to receive, and the Honorable East-India Company to furnish, a subsidiary force, of not less than six thousand regular infantry, with the usual proportion of artillery, and with the proper equipment of warlike stores and ammunition. This force is to be stationed at such place, near the frontier of Dowlut Rao Scindiah, as may hereafter be deemed most eligible by the British Government, and it will be held in readiness, at such station, to proceed, as soon as possible, for the execution of any service, on which it is liable to be employed by the condition of this Treaty.

ARTICLE IV.

And it is further agreed, that in conformity to the stipulations of the fifteenth article of the Treaty of Peace, concluded by Major General Wellesley, on the part of the Honorable Company, and by Bapoo Eetul, Moonshee Kavel Nyn, &c. on the part of Maha Rajah Ali Jah Dowlut Rao Scindiah, that all charges and expenses of the six battalions above-mentioned, and of their ordnance, artillery, military stores, and equipment, shall be defrayed by the Honorable Company, out of the produce of the revenues of the territories ceded by the Maha Rajah Ali Jah Dowlut Rao Scindiah to the said Company, by the second, third, and fourth articles of the aforementioned Treaty of Peace, which territories are specified in a statement annexed to that Treaty.

ARTICLE V.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall, whenever the aforesaid force is within the

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Dowlut Rao Scindiah.

territories of the Maha Rajah, in consequence of his requisition, be entirely exempt from duties; and whenever any further force of the Honorable Company shall, in consequence of war with any other state, be in the dominions of the Maha Rajah, they shall, in like manner as the subsidiary force, be exempt from all duties upon the aforesaid articles of necessary use and consumption: and it is also agreed, that whenever any part of the army of the Maha Rajah is in the territories of the Honorable Company, for purposes connected with the fulfilment of this Treaty, that no duties on grain, camels, wearing apparel, &c., as stated above, which the party of the army of the said Maha Rajah may require, shall be collected: and it is further agreed, that the officers of the respective Governments, while they are in the fulfilment of the articles of this Treaty, either with the army or in the territories of the other, shall be treated with that respect and consideration which is due to their rank and station.

ARTICLE VI.

The subsidiary force will, at all times, be ready, on the requisition of the Maha Rajah, to execute services of importance, such as the care of the person of the Maha Rajah, his heirs and successors, the protection of the country from attack and invasion, the overawing and chastisement of rebels or exciters of disturbance in the Maha Rajah's Dominions; but it is not be employed on trifling occasions.

ARTICLE VII.

Whereas it is agreed in the thirteenth article of the Treaty of Peace, that the Maha Rajah Ali Jah Dowlut Rao Scindiah shall never take or retain in his service any Frenchman, or the subject of any other European or American power, the Government of which may be at war with Great-Britain, or any British subject whatever, European or native of India, without the consent of the British Government, the Maha Rajah now further engages, that he will hereafter never employ in his service, or permit to reside in his dominions, any European or American whatever, without the consent and acquiescence of the British Government; the said British Government, on its part, engaging, that it never will employ, or permit to reside in its dominions, any person subject of the Maha Rajah, or others, who shall hereafter be guilty of crimes or of hostility against the person or Government of the aforesaid Maha Rajah Dowlut Rao Scindiah.

ARTICLE VIII.

As, by the present Treaty, the union and friendship of the two states is so firmly cemented, that they may be considered as one and the same, the Maha Rajah engages neither to commence nor to pursue, in future, any negotiation with any principal states or powers, without giving previous notice, and entering into mutual consultation with the Honorable East-India Company's Government: and the Honorable Company's Government,

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Government, on their part, declare, that they will have no manner of concern with any of the Maha Rajah's relations, dependants, military chiefs, or servants, with respect to whom the Maha Rajah is absolute: and that they will, on no occasion, ever afford encouragement, support, or protection, to any of the Maha Rajah's relations, dependants, chiefs, or servants, who may eventually act in opposition to the Maha Rajah's authority, but, on the contrary, at the requisition of the Maha Rajah, they will aid and assist to punish and reduce all such offenders to obedience: and it is further agreed, that no officer of the Honorable Company shall ever interfere in the internal affairs of the Maha Rajah's Government.

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Dowlut Rao Scindiah.

ARTICLE IX.

As the chief object and design of the present defensive alliance is the security and protection of the dominions of the contracting parties, and their allies and dependants, from all attack whatsoever, the Maha Rajah Dowlut Rao Scindiah engages never to commit any act of hostility or aggression against any state or chief in alliance with the Honorable Company, or against any other principal state or power; and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with his full approbation and acquiescence.

ARTICLE X.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other principal states or powers, and to cultivate and improve the general relations of peace and amity with all the principal powers of India, according to the true spirit and tenor of this Treaty; but if a war should unfortunately break out between the contracting parties and any other state or power whatever, then the Maha Rajah Ali Jah Dowlut Rao Scindiah Behauder engages, that the English force, consisting of six battalions, with their guns, &c., joined by a detachment of his army, consisting of six thousand of the Maha Rajah's infantry, and ten thousand of his Pagah and Sillahdar cavalry, which force the Maha Rajah engages always to keep ready, shall be immediately put in motion, for the purpose of opposing the enemy: and the Maha Rajah also engages to employ every further effort, for the purpose of bringing into the field the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage, on their part (on such event occurring), to employ in active operations against the enemy, as large a force as the service may require, over and above the said subsidiary force.

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Dowlut Rao Scindiah.

ARTICLE XI.

Whenever war shall appear probable, the Maha Rajah Ali Jah Dowlut Rao Scindiah engages to collect as many Binjaries as possible, and to store as much grain as may be practicable in the frontier garrisons. The Company's Government also, with a view to the effectual prosecution of the war, engage to adopt similar measures in their frontier garrisons.

ARTICLE XII.

The contracting parties entertain no views of conquests or extension of their respective dominions, nor any intention of proceeding to hostilities against any state or principal power, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negotiation, according to the tenor of the preceding Treaty. If, contrary to the spirit and object of this defensive Treaty, war with any state should hereafter appear unavoidable, (which God avert), the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms. It is declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, the shares of each Government shall be equal, in the division of any territory which may be acquired by the successful exertion of their united arms, provided that each of the contracting parties shall have faithfully fulfilled all the stipulations of this Treaty.

ARTICLE XIII.

The interests of the contracting parties being identified by this defensive alliance, it is agreed, that the Honorable Company's Government shall be at liberty to employ the whole, or any part of the subsidiary force established by the Treaty, in the quelling of any disturbances which may arise within their territories, or in the performance of any other service which may be required by the said Honorable Company's Government, provided such service shall not interfere with any other duties on which the said subsidiary force is liable to be employed under the conditions of this Treaty. And if disturbances shall, at any time, break out in any part of the Maha Rajah's dominions which lays contiguous to the frontier of the Honorable Company, and to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by Dowlut Rao Scindiah, shall direct such of the Company's troops, as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the Maha Rajah's dominions; and if disturbances shall, at any time, break out in any part of the dominions of the British Government which lay contiguous to the frontier of the Maha Rajah, the Maha Rajah, if required by the British Government, shall

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shall direct such of his troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the dominions of the British Government.

ARTICLE XIV.

In order to strengthen and confirm the friendship established between the two States, it is agreed, that neither of the two contracting parties shall enter into any alliance, or have any concern with the tributaries or chiefs of the other: and, in order to support the independent authority of both Governments, it is agreed and declared, that hereafter neither of the contracting parties will give protection or countenance to the rebellious tributaries and subjects of the other, but they will use their utmost endeavours for the apprehension of such rebels, in order that they may be brought to punishment.

ARTICLE XV.

The Honorable Company agree to exert their influence to maintain the observance of such usages on matters of form and ceremony, and other customs, as shall appear to have been fixed, on all points of intercourse and communication between the Peishwah and his ancestors, and the Maha Rajah Dowlut Rao Scindiah and his ancestors: and the English Government also agree to recognize the right of Dowlut Rao Scindiah to all possessions he holds, whether by written Sunnuds, or grants, or by the unwritten authority of the Peishwah, according to former usage, provided such Sunnuds do not interfere with the faithful fulfilment of the Treaty of Peace; and provided, also, that in all cases where disputes may arise, on the subject of possessions held by unwritten authority, the Maha Rajah Dowlut Rao Scindiah agrees to refer to the sole arbitration of the said British Government, who will decide, with reference to former usage, on the principles of truth and justice. The English Government further agrees, to use its endeavour to prevent any acts which have been done by Dowlut Rao Scindiah, or his ancestors, under the authority reposed in him or them by the Peishwah or his Ancestors, from being subverted, provided their being supported is strictly consistent with the preservation of the honor and dignity of His Highness the Peishwah, and of the stipulations of the Treaty of Peace.

ARTICLE XVI.

This treaty, consisting of sixteen articles, being this day settled by Major Malcolm, on the part of the Honorable Company, and by Eetul Punt and Moonshee Kavel Nyn, on the part of Dowlut Rao Scindiah, Major Malcolm has delivered one copy thereof, in Persian and Mahratta and English, signed and sealed by himself, to the said Maha Rajah, who, on his part, has also delivered one copy of the same, duly executed by himself: and Major Malcolm, by virtue of a special authority given him in that behalf, by Major General the Honorable Arthur Wellesley (himself vested with full powers as before stated), hereby declares the said Treaty to be in full force from the date hereof, and engages that

A.D. 1804 Dowlut Rao Scindiah.

that a copy of the same from the Governor General in Council, in every respect a counterpart of that executed by himself, shall be delivered to the Maha Rajah Ali Jah Dowlut Rao Scindiah, in the space of two months and ten days, and on the delivery of such copy, the Treaty executed by Major Malcolm shall be returned.

Done at Boorhanpoor, the 27th February, Anno Domini 1804, or 14th Zeecada, Anno Higeræ, 1218.

Ratified by the Governor General in Council, 23d March 1804.

No. LXXVII.

PARTITION TREATY *of* Hyderabad, *with his Highness the* Soubahdar *of the* Deckan, 1804.

A.D. 1804 The Nizam.

TREATY *for the Settlement of General Peace in Hindostan and the Deckan, and for the Confirmation of the Friendship subsisting between the* Honorable English East-India Company *and its Allies, his Highness the* Soubahdar of the Deckan, *and his Highness* Rao Pundit Purdhaun Peishwah Behauder, *settled between the said* Honorable Company *and the said Allies by* Major James Achilles Kirkpatrick, *Resident at the Court of* Hydrabad, *in virtue of the Powers delegated to him by his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Majesty's Most Honorable Privy Council, Governor General in Council of all the British Possessions, and Captain General of all the British Land Forces in the East Indies.*

Whereas, by the terms of the Treaties of Peace concluded by Major General the Honorable Arthur Wellesley, on the part of the Honorable Company and its Allies, with the Maha Rajah Senah Saheb Soubah Rajah of Berar, at Deogaum, on the 17th of December, 1803, and with Maha Rajah Dowlut Rao Scindiah, at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor General in Council and by the Allies of the British Government, certain forts and territories have been ceded by Maha Rajah Senah Sahib Soubah, and by Maha Rajah Dowlut Rao Scindiah, to the Honorable

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Honorable Company and its Allies, the following articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government, and by the said Allies. A.D. 1804 The Nizam.

ARTICLE I.

The province of Cuttack, including the port and district of Balasore, and all cessions, of every description, made by the second article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth article of the said Treaty of Deogaum, shall belong, in perpetual sovereignty, to the Honorable English East-India Company.

ARTICLE II.

The territories of which Maha Rajah Senah Saheb Soubah formerly collected the revenues, in participation with his Highness the Soubahdar of the Deckan, and those formerly possessed by Maha Rajah Senah Saheb Soubah, to the westward of the river Wurdah, ceded by the third article of the Treaty of Deogaum, and the territory situated to the Southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth article of the Treaty of Deogaum to belong to the British Government and its Allies, shall belong, in perpetual sovereignty, to his Highness the Soubahdar of the Deckan, with the exception of the districts reserved to Senah Saheb Soubah, in the fifth article of the said Treaty of Deogaum.

ARTICLE III.

All the forts, territories, and rights of Maha Rajah Dowlut Rao Scindiah in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests, in the countries which are to the northward of those of the Rajahs of Jyepoor and Jodepoor, and of the Ranah of Gohud, ceded by the second article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty to the Honorable Company.

ARTICLE IV.

The fort of Baroach, and territory depending thereon, ceded by the third article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE V.

The fort and city of Ahmednuggur, together with such part of the territory depending thereon as is ceded by the third article of the Treaty of Surje Anjengaum to the Honorable Company and its Allies, shall belong, in perpetual sovereignty, to his Highness the Peishwah.

ARTICLE VI.

All the territories which belonged to Maha Rajah Dowlut Rao Scindiah, before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and

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A.D. 1804 The Nizam. and all other districts between that range of hills and the river Godavery, ceded by the fourth article of the Treaty of Surje Anjengaum to the Honorable Company and its Allies, shall belong, in perpetual sovereignty, to his Highness the Soubahdar of the Deckan.

ARTICLE VII.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the ninth article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE VIII.

This treaty, consisting of eight articles, being this day, the 17th of Mohurrum, corresponding with the 28th of April, settled and concluded, at Hyderabad, by Major James Achilles Kirkpatrick, with his Highness the Nawaub Asoph Jah Meer Akber Ali Khaun Behauder, Soubahdar of the Deckan, the said Major James Achilles Kirkpatrick has delivered to his said Highness, a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and his Highness the Nawaub Asoph Jah Meer Akber Ali Khaun Behauder has delivered to the said Major James Achilles Kirkpatrick another copy, also in Persian and English, bearing his Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to his said Highness, without delay, a copy of the same, duly ratified by his Excellency the Most Noble the Governor General in Council, on the receipt of which by his said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East-India Company and on his Highness, and the copy of it now delivered to his said Highness the Nawaub Asoph Jah shall be returned.

Done at Hyderabad, this 28th day of April, Anno Domini 1804, or 17th day of Mohurrum, Anno Higeræ 1219.

No. LXXVIII.

PARTITION TREATY *of* Poonah *with his Highness the* Peishwah, 1804.

A.D. 1804 The Peshwa. TREATY *for the Settlement of General Peace in Hindostan and the Deckan, and for the Confirmation of the Friendship subsisting between the* Honorable English East-India Company

pany *and its Allies, his Highness the* Soubahdar of the Deckan, *and his Highness* Rao Pundit Purdhaun Peishwah Behauder, *settled between the said* Honourable Company *and the said Allies by* Lieutenant Colonel Barry Close, *Resident at the Court of his Highness the* Peishwah, *in virtue of the Powers delegated to him by his Excellency the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Majesty's most Honourable Privy Council, Governor General in Council of all the British Possessions, and Captain General of all the British Land Forces in the East-Indies.* A.D. 1804 The Peishwa.

Whereas, by the terms of the Treaties of Peace concluded by Major General the Honorable Arthur Wellesley, on the part of the Honorable Company and its Allies, with Maha Rajah Senah Saheb Soubah Rajah of Berar, at Deogaum, on the 17th of December, 1803, and with Maha Rajah Dowlut Rao Scindah, at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor General in Council, and by the Allies of the British Government, certain forts and territories have been ceded by Maha Rajah Senah Saheb Soubah, and by Maha Rajah Dowlut Rao Scindiah, to the Honourable Company and its Allies, the following articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government, and by the said Allies.

ARTICLE I.

The province of Cuttack, including the port and district of Balasore, and all cessions, of every description, made by the second article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth article of the said Treaty of Deogaum, shall belong, in perpetual sovereignty, to the Honourable English East-India Company.

ARTICLE II.

The territories of which Maha Rajah Senah Saheb Soubah formerly collected the revenues, in participation with his Highness the Soubahdar of the Deckan, and those formerly possessed by Maha Rajah Senah Saheb Soubah, to the westward of the river Wurdah, ceded by the third article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth article of the Treaty of Deogaum to belong to the British Government and its Allies, shall belong, in perpetual sovereignty, to his Highness the Soubahdar of the Deckan, with the exception of the districts reserved to Senah Saheb Soubah in the fifth article of the said Treaty of Deogaum.

A.D. 1804
The Peishwa.

ARTICLE III.

All the forts, territories, and rights of Maha Rajah Dowlut Rao Scindiah in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests, in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Ranah of Gohud, ceded by the second article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE IV.

The fort of Baroach and territory depending thereon, ceded by the third article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE V.

The fort and city of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the third article of the Treaty of Surje Anjengaum to the Honorable Company and its Allies, shall belong, in perpetual sovereignty, to his Highness the Peishwah.

ARTICLE VI.

All the territories which belonged to Maha Rajah Dowlut Rao Scindiah before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the River Godavery, ceded by the fourth article of the Treaty of Surje Anjengaum to the Honorable Company and its Allies, shall belong, in perpetual sovereignty, to his Highness the Soubahdah of the Deckan.

ARTICLE VII.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth article of the Treaty of Surje Anjengaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE VIII.

This Treaty, consisting of eight articles, being this day, the 14th of May, 1804, Anno Domini, corresponding with the 3d of Suffer, 1219 Anno Higeræ, settled and concluded at Poonah, by Lieutenant Colonel Barry Close, Resident with his Higness the Peishwah, Lieutenant Colonel Close has delivered to his said Highness a copy of the same, in English, Persian, and Marhatta, under the seal and signature of the said Liutenant Colonel Barry Close, and his Highness the Peishwah has delivered to the said Lieutenant Colonel Close another copy, also in Persian, Marhatta, and English, bearing his Highness's seal, and Lieutenant Colonel Close, aforesaid, has engaged to procure and delivei to his said Highness, without delay, a copy of the same, duly ratified by his Excellency the Most Noble the Governor General in Council, on the receipt of which by his said Highness, the present

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present Treaty shall be deemed complete and binding on the Honorable the English East-India Company and on his Highness, and the copy of it now delivered to his said Highness shall be returned. A.D. 1804 The Peishwa.

No. LXXIX.

Treaty *with the* Rajah of Travancore, 1805.

Treaty *of perpetual Friendship and Alliance between the* Honorable English East-India Company Behauder *and the* Maha Rajah Ram Rajah Behauder, Rajah of Travancore. A.D. 1805 Rajah of Travancore.

Whereas the Treaty concluded in the year 1795, between the Honorable Company of Merchants of England trading to the East-Indies and his late Highness the Rajah of Travancore, was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and to fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore; and whereas it is evident, that the intentions of the contracting parties have not been duly fulfilled, and whereas the said Company and his Highness the Rajah of Travancore have judged it expedient, that additional provisions should, at this time, be made, for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security, in all times to come; therefore, in order to carry into effect the said intentions, the present Treaty is concluded by Lieutenant Colonel Colin Macaulay, Resident at Travancore, on the part and in the name of his Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor General in Council of all the British Possessions in the East-Indies, and by his Highness the Rajah of Travancore, for himself, agreeably to the following articles, which shall be binding on the contracting parties, as long as the sun and moon shall endure.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both. The Honorable the East-India Company Behauder especially engaging to defend and protect the territories of the Maha Rajah Ram Rajah Behauder of Travancore against all enemies whatever.

ARTICLE II.

Whereas, by the seventh article of the Treaty concluded in the year 1795, between the Maha Rajah Ram Rajah Behauder and the English East-India Company Behauder, it

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A.D. 1805

Rajah of Travancore.

was stipulated, " that when the Company shall require any aid of his troops to assist them " in war, it shall be incumbent on the said reigning Rajah, for the time being, to furnish " such aid, to such extent, and in such numbers as may be in his power, from his regular " infantry and cavalry, exclusive of the native Nayers of his country," and the Company being now willing entirely to release the Rajah from the obligations incurred under the said stipulation, it is hereby concluded and agreed, that the Ram Rajah Behauder is for ever discharged from the aforesaid burthensome obligation.

ARTICLE III.

In consideration of the stipulations and release contained in the first and second articles, whereby the Company become liable to heavy and constant expence, while great relief is afforded to the revenues of the Rajah, his Highness engages to pay annually to the said Company a sum equivalent to the expense of one regiment of the Honorable Company's native infantry, in addition to the sum now payable by the said Rajah, for the force subsidised by his Highness, by the third article of the Subsidiary Treaty of 1795, the said amount to be paid in six equal instalments, commencing from the first day of January 1805: and his said Highness further agrees, that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's districts, shall be left entirely to the Company.

ARTICLE IV.

Should it become necessary for the Company to employ a larger force, than that which is stipulated for in the preceding article, to protect the territories of the said Maha Rajah against attack or invasion, his Highness agrees to contribute, jointly with the Company, towards the discharge of the encreased expence thereby occasioned, such a sum as shall appear, on an attentive consideration of the means of his said Highness, to bear a just and reasonable proportion to the actual nett revenues of his said Highness.

ARTICLE V.

Whereas it is indispensably necessary, that effectual and lasting security should be provided against any failure in the funds destined to defray, either the expenses of the permanent military force in time of peace, or the extraordinary expences described in the preceding article of the present Treaty, it is hereby stipulated and agreed between the contracting parties, that whenever the Governor General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor General in Council shall be at liberty, and shall have full power and right, either to introduce such regulations and ordinances, as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Travancore, or to assume and bring under the

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the direct management of the servants of the said Company Behauder such part or parts of the territorial possessions of his Highness the Maha Rajah Ram Rajah Behauder, as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE VI.

And it is hereby further agreed, that whenever the said Governor General in Council shall signify to the said Maha Rajah Ram Behauder, that it is become necessary to carry into effect the provisions of the fifth article, his said Highness Maha Rajah Ram Rajah Behauder shall immediately issue orders to his Aumils, or other officers, either for carrying into effect the said regulations and ordinances, according to the tenor of the fifth article, or for placing the territories required under the exclusive authority and control of the English Company Behauder; and in case his Highness shall not issue orders, within ten days from the time when the application shall have been formally made to him, then the said Governor General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge expedient, for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and welfare of the people. Provided always, that whenever, and so long as any part or parts of his said Highness's territories shall be placed, and shall remain under the exclusive authority and control of the said East-India Company, the Governor General in Council shall render to his Excellency a true and faithful account of the revenues and produce of the territories so assumed. Provided also, that in case whenever his Highness's actual receipt or annual income, arising out of his territorial revenues, be less than the sum of two lacks of rupees, together with one-fifth of the nett revenues of the whole of his territories, which sum of two lacks of Rupees, together with the amount of one-fifth of the said revenues, the East-India Company engages, at all times and in every possible case, to secure, and cause to be paid for his Highness's use.

ARTICLE VII.

His Highness the Maha Rajah Ram Rajah Behauder engages, that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company and their Allies, and that he will carefully abstain from any interference in the affairs of any state in alliance with the said English Company Behauder, or of any state whatever. And for securing the object of this stipulation, it is further stipulated and agreed, that no communication or correspondence with any foreign state, whatever, shall be holden by his said Highness, without the previous knowledge and sanction of the said English Company Behauder.

ARTICLE

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A.D. 1805.
Rajah of Travancore.

ARTICLE VIII.

His Highness stipulates and agrees, that he will not admit any European foreigners into his service, without the concurrence of the English Company Behauder; and that he will apprehend and deliver to the Company's Government all Europeans, of whatever description, who shall be found within the territories of his said Highness, without regular passports from the British Government, it being his Highness's determined resolution, not to suffer, even for a day, any European to remain within his territories, unless by consent of the said Company.

ARTICLE IX.

Such parts of the Treaty (A. D. 1795) one thousand seven hundred and ninety-five, between the English East-India Company and the late Rajah of Travancore, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interest of the contracting parties, are hereby renewed and confirmed; and accordingly his Highness hereby promises to pay, at all times, the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of his Highness's interests, the happiness of his people, and the mutual welfare of both states.

ARTICLE X.

This Treaty, consisting of ten articles, being this day, the 12th day of January, 1805, settled and concluded, at the fortress of Jeeroovanamaporam, in Travancore, by Lieutenant Colonel Colin Macaulay, on behalf and in the name of his Excellency the Most Noble Marquis Wellesley, Governor General in Council, with the Maha Rajah Ram Rajah Behauder, he has delivered to the said Maha Rajah one copy of the same, in English and Persian, signed and sealed by him, and his Highness the Maha Rajah has delivered to the Lieutenant Colonel aforesaid, another copy, also in Persian and English, bearing his seal and signature, and signed and sealed by Vayloo Tomby, Dewan to the Maha Rajah aforesaid; and the Lieutenant Colonel aforesaid has engaged to procure and deliver to the said Maha Rajah, without delay, a copy of the same, under the seal and signature of his Excellency the Most Noble Marquis Wellesley, Governor General in Council, on the receipt of which by the said Maha Rajah the present Treaty shall be deemed complete and binding on the Honorable Company and on the Maha Rajah Ram Rajah Behauder, and the copy of it now delivered to the said Maha Rajah shall be returned.

A true Copy,

(Signed) C. MACAULAY,
Resident at Travancore.

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No. LXXX.

Treaty *with the* Rajah of Bhurrutpore, 1805.

A.D. 1805
The Rajah of Bhurrutpore.

Treaty *of Amity and Alliance between the* Honorable the East-India Company *and* Maha Rajah Seway Beshoinder Runjeet Singh Behauder, Behauder Jung, *settled by his Excellency* General Gerard Lake, *Baron Delhi and Laswaree and Aston Clinton, Commander in Chief of the British Forces in India, in virtue of Authority vested in him for that Purpose by his Excellency the Most Noble the* Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of his Britannic Majesty's most Honorable Privy Council, Governor General in Council of all the British Possessions, and Captain General of all the British Land Forces in the East-Indies, in behalf of the* Honorable the East-India Company, *and by* Maha Rajah Seway Beshoinder Runjeet Singh Behauder, *in behalf of himself, his Heirs, and Successors.*

ARTICLE I.

A firm and permanent friendship is established between the Honorable the English East-India Company and Maha Rajah Seway Behauder Runjeet Singh Behauder, and between their heirs and successors.

ARTICLE II.

As friendship has been established between the two states. The friends and enemies of both, and an adherence to this condition, shall be constantly observed by that state.*

ARTICLE III.

Whereas circumstances have occurred, which have interrupted the friendship formerly subsisting between the Honorable Company and Maha Rajah Runjeet Singh Behauder, which friendship is now renewed, in order to prevent the recurrence of such circumstances the Maha Rajah agrees, as a security to the British Government, that one of his sons, shall constantly remain with the officer who may command the British forces in the Soubahs of Delhi or Agrah, until such time as the British Government may be perfectly satisfied, in regard to the Maha Rajah's fidelity; and the Honorable Company, on the other hand, agrees, that upon satisfactory proof being afforded of the Maha Rajah's fidelity

* Sic Orig.

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A.D. 1805

The Rajah of Bhurrutpore.

fidelity and attachment to the British Government, the fort of Deeg, which is now in the possession of the officers of Government, shall be restored to Rajah Runjeet Singh.

ARTICLE IV.

Maha Rajah Runjeet Singh binds himself to pay to the Honorable the English East-India Company, in consideration of the peace now granted to him, the sum of twenty lacks of Furruckabad Sicca Rupees by instalments, as hereunto subjoined; and the Honorable Company, in consideration of the losses the Maha Rajah has suffered, and the destruction of his country, and of the representations he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments, as undermentioned. And the Honorable Company further promises, that if, at the period when the payment of the last instalment of five lacks of Rupees shall become due, the Government shall be satisfied with the proofs of the Maha Rajah's fidelity and attachment, the payment of this instalment shall be remitted.

To be paid immediately - - - - - -	F. S. Rupees	3,00,000
In two months - - - - - - - - - - -	-	2,00,000
		5,00,000
Instalments.		
At the end of the year 1862 Summuht (April 1806) - -	-	3,00,000
At the end of the year 1863 Summuht (April 1807) - -	-	3,00,000
At the end of the year 1864 Summuht (April 1808) - -	-	4,00,000
At the end of the year 1865 Summuht (April 1809) - -	-	5,00,000
	F. S. Rupees	20,00,000

ARTICLE V.

The country which was formerly in the possession of Maha Rajah Runjeet Singh, previously to the accession of the English Government, is now confirmed to him by the Honorable Company, and the Honorable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

ARTICLE VI.

In the event of any enemy evincing a disposition to attack the dominions of the Honorable Company, Maha Rajah Runjeet binds himself to assist, to the utmost of his power, in expelling the enemy, and in no measure to hold any correspondence, or be in any way connected with, or assisting to the enemies of the Honorable Company.

As, by the second article of the present Treaty, the Honorable Company becomes guarantee to Maha Rajah Runjeet Singh, for the security of the country against external enemies,

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A.D. 1805 The Rajah of Bhurrutpore.

enemies, the Maha Rajah hereby agrees, that if any misunderstanding should arise from between him and the Sircar of any other chieftain, the Maha Rajah will, in the first instance, submit the cause of dispute to the Honorable Company's Government, that the Government may endeavour to settle it amicably, agreeably to justice and ancient usage. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajah Runjeet Sing may demand aid from the Company's Government. In the event above stated in this article, it will be granted.

ARTICLE VIII.

The Maha Rajah shall not, in future, entertain in his service, nor give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the sanction of the Honorable Company's Government; and the Honorable Company also agrees, not to give admission to any of the Maha Rajah's relations or servants, without his consent.

The above Treaty, comprized in eight articles, has been duly concluded and confirmed by the seals and signatures of his Excellency General Gerard Lord Lake and Maha Rajah Seway Beshoinder Runjeet Sing Behauder, at Bhurtpore, in the Soobah of Akberabad, on the 17th day of April, 1805, corresponding with the 16th of Mohurrum, 1220 Higera, and with the third day of Bysaak, 1862 Summuht.

When a Treaty, containing the above eight articles, shall be delivered to Maha Rajah Seway Beshawder Runjeet Sing Behauder, under the seal and signature of his Excellency the Most Noble the Governor General in Council, the present Treaty, under the seal and signature of his Excellency General Gerard Lord Lake, shall be returned.

A true Copy,

(Signed) J. ADAM,

Deputy Secretary to Government.

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No. LXXXI.

TREATY *with* Dowlut Rao Scindia, *with the Declaratory Article annexed,* 1805.

A.D. 1805
Dowlut Rao Scindiah.

DEFINITIVE TREATY *of Amity and Alliance between the* Honorable English East-India Company *and the* Maha Rajah Ali Jah Dowlut Row Scindia Behauder, *and his Children, Heirs, and Successors.*

Whereas various doubts and misunderstandings have arisen, respecting the clear meaning and interpretation of parts of the Treaty of Peace concluded between the British Government and Dowlut Row Scindia, at Serjee Anjengaum, on the 30th December, 1803, with a view of doing away all such doubts, and of preventing the recurrence, in future, of any misunderstanding, this Definitive Treaty of amity and alliance is concluded between the two states, by Lieutenant Colonel John Malcolm, acting under the immediate direction and superintendance of the Right Honorable General Gerard Lake, Commander in Chief of His Majesty's and the Honorable Company's Forces, &c. &c. &c. and vested with full powers and authority from the Honorable Sir George Hilaro Barlow, Baronet, appointed by the Honorable Court of Directors of the said Company to control and direct all their affairs in the East-Indies, and Moonshee Kavil Nyne, vested with full powers and authority on the part of the said Maha Rajah Dowlut Row Scindia.

ARTICLE I.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K. B. at Surjee Anjengaum, except what may be altered by this engagement, is to remain binding upon the two states.

ARTICLE II.

The Honorable Company can never acknowledge that Dowlut Row Scindia has any claim or right, grounded on the Treaty of Surjee Anjengaum, to possess the fort of Gualior or the territories of Gohud; but, from considerations of friendship, it agrees to cede to the Maha Rajah that fortress, and such parts of the territory of Gohud, as are described in the accompanying Schedule.

ARTICLE

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A.D. 1805

Dowlut Rao Scindiah.

ARTICLE III.

As a compensation for this cession, and to remunerate the English Government for the annual expense incurred in supporting the Ranah of Gohud, Dowlut Row Scindia agrees, on his own part and that of his Sirdars, to relinquish, after the 1st of January, 1806, all right and claim whatever to the pensions of fifteen lacks of Rupees granted to several of the chief officers of his state, by the seventh article of the aforesaid Treaty of Surjee Anjengaum.

ARTICLE IV.

The Honorable Company agree to pay to Dowlat Row Scindia the arrears due upon the pensions granted by the seventh article of the Treaty of Peace, as above mentioned, up to the 31st of December, 1805, and also the balance due upon the revenues of Dholepoor, Rajah Kerrah, and Baree, up to the same date, making deductions on the following heads:

1st. Pensions forfeited by Bappoo Scindia and Sudashes Row, by acts of hostility towards the British Government, to be stopped from the date of their hostility.

2d. Plunder of the British Residency.

3d. Cash advanced by Mr. Jenkins to parties of the Maha Rajah's troops.

4th. Charges of collection, &c. for the provinces of Dholepoor, Baree, and Raja Kerrah.

ARTICLE V.

With a view of preventing any misunderstanding relating to their respective possessions on the quarter of Hindostan, it is agreed, that the river Chumbul shall form the boundary between the two states, from the city of Cottah to the west, to the limits of the territories of Gohud to the east, and within that extent of the course of the Chumbul, Dowlut Row Scindia shall have no claim or right to any rule, tribute, revenue, or possessions, on its north bank; and the Honorable Company shall have no claim or right to any rule, tribute, revenues, or possessions on the south bank of that river. The Talooks of Bhadek and Sooseperarah, which are on the banks of the Jumna, will, however, remain in possession of the Honorable Company.

ARTICLE VI.

By the fifth article of this Treaty, which makes the river Chumbul the boundary of the two states, from the city of Kottah to the west, to the limits of the territories of Gohud to the east, the Maha Raja resigns all pretensions and claims to any tribute from the Rajah of Boondee, or any other, on the north bank of the Chumbul, within the aforementioned limits; as also to the countries of Tank Ramporah, Bahraungaum, Zemeidah, &c. and to the districts of Dholepoor, Raja Kherrah, and Baree, all which remain in the possession of the Honorable Company.

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A.D.1805
Dowlut Rao Scindiah.

ARTICLE VII.

The Honorable Company, on consideration of the benefits derived from the article which makes the Chumbul the boundary between the two states, and from friendship to the Maha Rajah, agree to grant him, personally and exclusively, the annual sum of four lacks of Rupees, to be paid by quarterly instalments, through the Resident at the Durbar; and the Honorable Company also agree to assign, within their territories in Hindostan, a Jaggeer (to be holden on the same footing as that enjoyed by Ballah Bhye) amounting to a revenue of two lacks of Rupees per annum, to Bauzah Bhye, the wife of Dowlut Row Scindia, and a Jaggeer, amounting to the sum of one lack of Rupees per aunum, to Chummah Bye, the daughter of that chief.

ARTICLE VIII.

The Honoroble Company engage to enter into no Treaty with the Rajahs of Oudeepore and Joudpoor and Kottah, or other chiefs, tributaries of Dowlut Row Scindia, situated in Malwa, Mewar, or Marwar, and in no shape whatever to interfere with the settlement which Scindia may make with those chiefs.

ARTICLE IX.

The Honorable Company are now engaged in a war with Jeswunt Row Holkar, and using every exertion for his reduction; but should they, hereafter, make a peace, or enter into any agreement with that chief, they engage not to restore to him, or desire to be restored to him, any of the possessions of the family of Holkar in the province of Malwa, lying between the river Tapti and Chumbul, which may have been taken by Dowlut Row Scindia, nor will the Honorable Company interfere, in any manner whatever, in the disposal of those provinces; and they will consider Dowlut Row Scindia at full liberty to make such arrangement as he chuses with Jeswunt Row Holkar, or with any other branch of the Holkar Family, respecting the claims of that family to tribute from the Rajahs, or others, or to any possessions situated to the north of the river Tapti and to the south of the river Chumbul: but it is clearly to be understood, that as the Company's Government agrees not to concern itself with the arrangements which Scindia may make with the family of Holkar, respecting their claims or hereditary possessions, situated between the Tapti and the Chumbul, that Government will not take part in any dispute or war, which may be the result or consequence of such arrangement or settlement.

ARTICLE X.

As Serjee Row Ghaultka has acted in a manner calculated to disturb the friendship between the two states, the Maha Rajah agrees never to admit that chief to share in his councils, or to hold any public employment under his Government.

ARTICLE

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ARTICLE XI.

This Treaty, consisting of eleven articles, has been this day settled by Lieutenant Colonel Malcolm, acting under the directions of the Right Honorable Lord Lake, on the part of the Honorable Company, and by Moonshee Kavil Nyne, on the part of Dowlut Row Scindia. Lieutenant Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, to the said Moonshee Kavil Nyne, to be forwarded to the Maha Rajah Dowlut Row Scindia, and has received from the said Moonshee Kavil Nyne a counterpart of the said Treaty, signed and sealed by the said Moonshee. Lieutenant Colonel John Malcolm engages, that a copy of the said Treaty, ratified by the Honorable the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Moonshee Kavil Nyne, to be forwarded to the Maha Rajah, within the period of one month from this date, and on the delivery of such copy to the Maha Rajah, the Treaty executed by Lieutenant Colonel John Malcolm, under the immediate direction of the Right Honorable Lord Lake, shall be returned; and Moonshee Kavil Nyne, in like manner, engages, that another copy of the said Treaty, ratified by the Maha Rajah Ali Jah Dowlut Row Scindia, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Lieutenant Colonel John Malcolm, to be forwarded to the Honorable the Governor General, within the period of one month from this date; and on the delivery of such copy to the Honourable the Governor General, the Treaty executed by Moonshee Kavil Nyne, by virtue of the full powers and authority vested in him, as abovementioned, shall also be returned.

Done at Mustafapoor, this 22d day of November, Anno Domini 1805, or 29th of Shuban, in the year of the Higera 1220.

(Signed) JOHN MALCOLM,
KAVIL NYNE.

DECLARATORY ARTICLES *annexed to the Treaty concluded between the Right Honorable* Lord Lake, *on the Part of the* Honorable Company, *and* Maha Rajah Dowlut Row Scindia, *on the 22d November,* 1805.

Whereas objections have arisen to the terms of the fifth, sixth, and seventh articles of the aforesaid Treaty, it is hereby agreed and declared, that in lieu of those three articles, the two following shall be substituted.

ARTICLE

A.D. 1805 Dowlut Rao Scindiah.

ARTICLE I.

With a view to prevent any misunderstanding, relating to the respective possessions of the Honorable Company and Maha Rajah Dowlut Row Scindia in the quarter of Hindostan, the Maha Rajah hereby agrees to cede to the Honorable Company all the territory north of the river Chumbul, which was ceded to the Maha Rajah by the seventh article of the Treaty of Serjee Anjengaum, that is to say, the whole of the districts of Dholepore, Baree, and Rajah Kerrah, and the Honorable Company shall have no claim or right to any rule, tribute, revenues, or possessions, on the south bank of that river. The Talooks of Bhadeck and Soorseperarah, which are on the banks of the Jumna, will however remain in the possession of the Honorable Company.

ARTICLE II.

The Honorable Company, from friendship to the Maha Rajah, agrees to grants to him, personally and exclusively, the annual sum of four lacks of Rupees, to be paid by quarterly instalments, through the Resident at the Durbar. And the Honorable Company also agree to assign, within their territories in Hindostan, a Jaghire (to be holden on the same footing as that enjoyed by Balla Bhye) amounting to a revenue of two lacks of Rupees per annum, to Baezah Bhye, the wife of Dowlut Row Scindia, and a Jaghire, amounting to one lack of Rupees per annum, to Chummah Bhye, the daughter of that chief.

Done at Illahabad, this 3d day of December, 1805.

(Signed) G. H. Barlow.

No. LXXXII.

Treaty *with* Jeswunt Row Holkar, *with the Declaratory Article annexed,* 1805.

A.D. 1805 Jeswunt Rao Holkar.

Treaty *of Peace and Amity between the* British Government *and* Jeswunt Row Holkar.

Whereas disagreement has arisen between the British Government and Jeswunt Row Holkar, and it is now the desire of both parties to restore mutual harmony and concord, the following Articles of Agreement are therefore concluded between Lieutenant Colonel John Malcolm, on the part of the Honorable Company, and Sheik Hubeeb Oolla and Balla Ram Seit, on the part of Jeswunt Row Holkar, the said Lieutenant Colonel Malcolm having especial authority for that purpose from the Right Honorable Lord Lake, Commander

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Commander-in-Chief, &c. &c., his Lordship aforesaid being invested with full powers and authority from the Honorable Sir George Hilaro Barlow, Governor General, &c. &c., and the said Sheik Hubeeb Oolla and Bala Ram Seit, also duly invested with full powers, on the part of Jeswunt Row Holkar.

A.D. 1805
Jeswunt Rao Holkar.

ARTICLE I.

The British Government engages to abstain from the prosecution of hostilities against Jeswunt Row Holkar, and to consider him, henceforward, as the friend of the Honorable Company, Jeswunt Row Holkar agreeing, on his part, to abstain from all measures and proceedings of an hostile nature against the British Government and its Allies, and from all measures and proceedings, in any manner directed to the injury of the British Government or its Allies.

ARTICLE II.

Jeswunt Row Holkar hereby renounces all right and title to the districts of Tonk Rampoora, Boondie, Lakherie, Sameydee, Bhamungaum, Dase, and other places north of the Boondie Hills, and now in the occupation of the British Government.

ARTICLE III.

The Honorable Company hereby engages to have no concern with the ancient possessions of the Holkar family in Mewar Malwa and Harowtee, or with any of the Rajahs situated to the south of the Chumbul; and the Honorable Company agrees to deliver over immediately to Jeswunt Row Holkar, such of the ancient possessions of the Holkar family in the Deckan, now in the occupation of the Honorable Company, as are situated south of the river Taptie, with the exception of the fort and Pergunnah of Chandore, the Pergunnahs of Ambar and Sengham, and the villages and Pergunnahs situated to the southward of the river Godavery, which will remain in possession of the Honorable Company. The Honorable Company, however, in consideration of the respectability of the Holkar family, further engages, that in the event of the conduct of Jeswunt Row Holkar being such as to satisfy that state of his amicable and peaceable intentions towards the British Government and its Allies, it will, at the expiration of eighteen months from the date of this Treaty, restore to the family of Holkar the fort of Chandore and its District, the Pergunnahs of Ambar and Seagham, and the districts formerly belonging to the Holkar family, situated to the south of the Godavery.

ARTICLE IV.

Jeswunt Row Holkar hereby renounces all claims to the district of Koonch, in the province of Bundlecund, and all claims of every description in that province; but in the event of the conduct of Jeswunt Row Holkar being such as to satisfy the British Government

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A.D. 1805
Jeswunt Rao Holkar.

ment of his amicable intentions towards that state and its Allies, the Honorable Company agrees, at the expiration of two years from the date of this Treaty, to give the district of Koonch in Jaghire to Bheemah Bhye, the daughter of Jeswunt Row Holkar, to be holden under the Company's Government, on the same terms as that now enjoyed by Bhalla Bhye.

ARTICLE V.

Jeswunt Row Holkar hereby renounces all claims, of every description, upon the British Government and its Allies.

ARTICLE VI.

Jeswunt Row Holkar hereby engages never to entertain in his service Europeans of any description, whether British subjects or others, without the consent of the British Government.

ARTICLE VII.

Jeswunt Row Holkar hereby engages not to admit into his council or service, Serjee Row Ghautka, as that individual has been proclaimed an enemy to the British Government.

ARTICLE VIII.

Upon the foregoing conditions, Jeswunt Row Holkar shall be permitted to return to Hindostan, without being molested by the British Government, and the British Government will not interfere, in any manner, in the concerns of Jeswunt Row Holkar. It is, however, stipulated, that Jeswunt Row Holkar shall, immediately upon this Treaty being signed and ratified, proceed towards Hindostan, by a route which leaves the town of Putteala Khytull Iheend, and the countries of the Honorable Company and the Rajah of Jypoor, on the left; and Jeswunt Row Holkar engages, on his route, to make his troops abstain from plunder, and that they shall commit no act of hostility in any of the countries through which they may pass.

ARTICLE IX.

This Treaty, consisting of nine articles, being this day settled by Lieutenant Colonel John Malcolm, on the part of the Honorable Company, and by Sheik Hubeeb Oolla and Balla Ram Seit, on the part of Jeswunt Row Holkar, Lieutenant Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, and confirmed by the seal and signature of the Right Honorable Lord Lake, to the said Sheik Hubeeb Oollah and Bala Ram Seit, who, on their part, have delivered to Lieutenant Colonel John Malcolm a counterpart of the same, signed and sealed by themselves, and engage to deliver another copy thereof, duly ratified by Jeswunt Row Holkar, to the Right Honorable Lord Lake, in the space of three days, the said Lieutent Colonel John Malcolm

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Malcolm also engaging to deliver to them a counterpart of the same, duly ratified by the Honorable the Governor General in Council, within the space of one month from this date. A.D. 1805 Jeswunt Rao Holkar.

Done in Camp, at Raipoor Ghaut, on the banks of the Beah River, this 24th day of December, Anno Domini 1805, corresponding with the 2d of Shawaul, in the year of the Higera 1220.

(Signed) John Malcolm,

(Signed) Shaikh Hubeeb Oolla,
Bala Ram Seit.

Declaratory Articles *annexed to the Treaty of Peace and Amity concluded between the* British Government *and* Maha Rajah Jeswunt Row Holkar, *through the Agency of the Right Honorable* Lord Lake, *on the 24th December,* 1805.

Whereas, by the second article of the above-mentioned Treaty, Maha Rajah Jeswunt Row Holkar renounces all right and title to the districts of Tonk, Rampoorah, Boondee, Lekherree, Sumeydee, Bhamungaun, Daree, and other places north of the Boondee Hills, and now in the occupation of the British Government, and whereas it has been understood, that the Maha Rajah attaches great value to the district of Tonk Rampoorah and other districts in that vicinity, which constituted the ancient possessions of the Holkar family, and the relations of amity and peace being now happily restored between the British Government and Maha Rajah Jeswunt Row Holkar, the British Government is desirous of gratifying the wishes of the Maha Rajah to the utmost practicable extent, consistent with considerations of equity, and of manifesting its solicitude to cultivate the friendship and good will of the Maha Rajah, therefore the British Government thereby agrees to consider the provisions of the second article of the Treaty aforesaid to be void and of no effect, and to relinquish all claim to the districts of Tonk Rampoorah, and such other districts in their vicinity as were formerly in the possession of the Holkar family, and are now in the occupation of the British Government.

Done on the River Ganges, the 2d day of February, 1806.

(Signed) G. H. Barlow.

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No. LXXXIII.

Treaty *with the* Ranah of Gohud, 1806.

A.D. 1806
The Ranah of Gohud.

Treaty *between the* Honorable the English East-India Company *and* Maha Rajah Seway Ramah Keerut Sing Luckender Behauder, *providing for the Relinquishment to the* Honorable Company *of the Country and Fort of* Gohud *and others, on the part of* Ranah Keerut Sing, *and for the Investiture, on the Part of the* Honorable Company, *of* Ranah Keerut Sing, *in the Sovereignty of the Districts of* Dholepoor, Baree, and Bajekerah, *concluded by* Mr. Græme Mercer, *in virtue of Authority vested in him for that Purpose by the Honorable* Sir George Hilaro Barlow, *Baronet, Governor General of all the British Possessions in the East-Indies, on the Part of the* Honorable Company, *and by* Maha Rajah Seway Ranah Keerut Sing Luckender Behauder, *for himself, his Heirs, and Successors.*

ARTICLE I.

Whereas a Treaty of Amity and Alliance was concluded on the 29th day of January, 1804; corresponding with the 15th day of Sowall, 1218 Higera, and with the 3d Phagon, 1860 Sumnut, between the Honorable the English East-India Company and Maha Rajah Ranah Keerut Sing, providing for mutual advantages to be derived by the contracting parties; and whereas, from the inability of Maha Rajah Ranah to settle the country of Gohud and others, and to fulfil the engagements therein entered into with the Honorable Company, for the payment of the subsidiary force of the Honorable Company's troops, the advantages proposed for both the contracting parties have entirely failed, the Honorable the English East-India Company and Maha Rajah Ranah Keerut Sing hereby agree, that the Treaty abovementioned shall be considered as null and void.

ARTICLE II.

Maha Rajah Ranah hereby agrees to relinquish the possession of the country and fort of Gohud, and of the other districts guaranteed to him by the former Treaty, to the officers of the British Government, to be disposed of as may appear expedient to the Honorable Company.

ARTICLE

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The Ranah of Gohud.

ARTICLE III.

The Honorable Company, from the consideration that the failure in the stipulations of the former Treaty, on the part of Maha Rajah Ranah, has arisen from inability and want of means, is inclined to grant to Maha Rajah Ranah an adequate provision, and hereby agrees that the districts of Dholepoore, Baree, and Rajekerah, agreeable to a separate Schedule, containing a detailed statement of the villages which compose these districts, shall be delivered over to Maha Rajah Ranah, in sovereignty to him, his heirs, and successors. Maha Rajah Ranah, on his part, agrees, that he will not enter into any disputes with the possessors of the neighbouring districts, respecting the antient boundaries of these Pergunnahs, of which the extent shall remain the same as before the Ranah took possession of them.

ARTICLE IV.

As by the third article of the present Treaty the districts of Dholepoore, Baree, and Rajekerah, have, in conformity to the request of Maha Rajah Ranah, been granted to him in sovereignty, and will remain exempt from all orders of the Adawlut, or other demands of the Honorable Company, Maha Rajah Ranah hereby agrees to take upon himself the responsibility of adjusting all disputes which may arise, either external or internal, and no responsibility for assistance or protection remains with the Honorable Company.

The above Treaty, comprized in four articles, framed in conformity to the articles agreed upon by the contracting parties at Gwaliar, on the 19th December 1805, corresponding with the 28th of Ramzaun, 1220 Higera, and with the 14th of Poos, 1862 Sumnut, has been duly concluded, under the seals and signatures of Mr. Grœme Mercer and of Maha Rajah Ranah Keerut Sing, in the vicinity of Agra, on the 10th day of January, 1806, corresponding with the 19th of Sowal, 1220 Higera, and with the sixth of Maug, 1862 Sumnut, and delivered to the parties respectively.

When a Treaty, containing the above four articles, shall be delivered to Maha Rajah Ranah Keerut Sing, under the seal and signature of the Honourable the Governor General in Council, the present Treaty, under the seal and signature of Mr. Grœme Mercer, shall be returned.

A true Copy,

(Signed) N. B. Edmonstone,

Secretary to Government.

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No. LXXXIV.

ENGAGEMENT *with the* Rajah of Berar, 1806.

A.D. 1806
The Rajah of Berar.

TRANSLATION *of an Engagement for the Restitution of the Provinces of* Sumbulpore *and* Patna, *by the* British Government, *to* Rajah Raggajei Bhooslah Saina Saheb Soobah Behauder, *dated the 24th August,* 1806, *corresponding with the 9th of Jemmadee-ul-Saunee,* 1221 *Higera.*

Adverting to the relations of harmony and friendship subsisting between the British Government and Maha Rajah Raggajee Bhooslah, the Honorable Sir George Hilaro Barlow, Baronet, Governor General, agrees to restore to Maha Rajah Raggajee Bhooslah all the territory of Sumbulpore and Patna, which was ceded by the Maha Rajah to the Honorable English Company, with the exception of the territory of Rajah Joujar Sing, according to the following Schedule.

The British Government hereby renounces all future claims, whatsoever, to the undermentioned Pergunnahs. The Maha Rajah shall possess the same degree of sovereignty over them, as he possesses over the rest of his dominions.

SCHEDULE.

Names of the Pergunnahs of
Sumbulpore.
Sonepoor,
Saurungurh,
Burgurh,
Suktee,
Serakole,
Benria,
Bonee,
Kautikpore.

Names

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Names of Pergunnahs of
Patna,
Khauss Patna,
Nawagurh,
Ghureeland,
Tonageer,
Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions.

The Maha Rajah, on his part, hereby renounces all future claims to the territory of Rajah Joojar Sing; and further engages, never to make any pecuniary demands on that territory, or to exercise any authority over it.

If, at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maha Rajah Raggoojee Bhooslah, or enter into any collusion with the Zemindars of the Maha Rajah's territory, for the purpose of making war upon the Maha Rajah, the Maha Rajah shall report the same to the Honorable Governor General in Council, who will duly enquire into the circumstances of the case; and if such acts should be found against Joogar Sing, his country shall be separated from the British dominions, and the Maha Rajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Jooja Sing.

The Governor General will not, in any manner, encourage or afford him protection.

On the other hand, the Maha Rajah and his Officers shall not, without the consent of the British Government, make war, in any manner, upon Rajah Joojar Sing, or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maha Rajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed, that a copy of this Treaty, ratified by the Governor General in Council, shall be transmitted from Fort William, in the space of two months and eleven days from this date.

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No. LXXXV.

Articles *explanatory of the Third Article of the* **Treaty** *of* **Mysoor,** *concluded in* 1799.*

A.D. 1807
The Rajah of Mysoor.

Additional Articles *for modifying and defining the Provisions of the Third Article of the* Treaty *of* Mysoor, *settled and concluded between the* English East-India Company Behauder *and* Maha Rajah Mysoor Kishen Raja Oodiavur Behauder, Rajah of Mysoor.

Whereas it is stipulated, by the third article of the Treaty of Mysoor, that in the event of hostilities, or of preparations for hostilities against any state or power, Maha Rajah Mysoor Kistna Raja Oodiavur Behauder shall contribute, towards the discharge of the increased expences thereby incurred, a sum to be eventually determined by the Governor General in Council of Fort William; and whereas it has appeared expedient to the contracting parties, that the provisions of the said article should now be rendered specific, and that the said indefinite contributions in war should be commuted, for the fixed maintenance of a certain body of horse in peace and war, wherefore these additional articles, for modifying and defining the provisions of the third article of the said Treaty, are now concluded, on the one part, by Major Mark Wilks, in the name and on behalf of the Honorable Sir George Hilaro Barlow, Baronet, Governor General for all affairs civil and military of the British Nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor General, and on the other part, by Maha Rajah Mysoor Kistna Rajah Oodiavur Behauder, Rajah of Mysoor, in his own behalf.

ARTICLE I.

It is agreed and stipulated, that his Highness Maha Rajah Mysoor Kistna Rajah Oodiavur shall be relieved from the pecuniary contribution to which he was liable, by the provisions of the third article of the Treaty of Mysoor; in consideration whereof, his Highness engages to maintain, at all times, fit for service and subject to muster, a body of (4,000) four thousand effective horse, of which number about (500) five hundred shall be Bargeez, and the rest Silladar horse.

ARTICLE

* Vide Treaties concluded by the Government of Fort St. George.

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ARTICLE II.

Such portion of the said body of (4,000) four thousand horse as, in the opinion of the British Government, shall not be necessary for the internal protection of the country of Mysoor, shall be, at all times, ready to accompany and serve with the Honorable Company's army, and while employed beyond the territory of Mysoor, the extra expences of their maintenance, or Batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honorable Company. The extra expence of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the Government of Mysoor.

ARTICLE III.

If it should, at any time, be found expedient to augment the cavalry of Mysoor beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, his Highness the Rajah shall use his utmost endeavours for that purpose; but the whole expence of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysoor, and of an additional sum, or Batta, at the rate of (4) four Star Pagodas a month, after the expiration of one month from the period of their passing the frontier of Mysoor, as described in the second article, shall be defrayed by the Honorable Company.

ARTICLE IV.

Whereas, in conformity to the wish of the Governor General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by his Highness the Rajah, from the period of the conclusion of war in the Decan until this time, it is hereby declared, that his Highness has fully and faithfully performed the obligations of the third article of the Treaty of Mysoor until this day, and is hereby absolved from all retrospective claims on that account.

These four additional articles, which, like the original Treaty of Mysoor, shall be binding on the contracting parties as long as the sun and moon shall endure, having been settled and concluded on this 29th day of January, Anno Domini 1807, corresponding to the 19th of Zilcaad, Anno Higeræ 1221, and to the 21st day of the month of Pooshe, of the year 1728 of the Shalwan æra, at Mysoor, by Major Mark Wilks with the Maha Rajah Kistna Rajah Oodiavur Behauder, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to his Highness the Maha Rajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing his Highness's seal and signature, and signed by Lutchmma, widow of

A.D. 1806 — The Rajah of Mysoor.

of the late Kistna Rajah, and sealed and signed by Poomia, Dewan to his Highness Maha Rajah Oodiavur Bahaudur; and Major Wilks has engaged to procure and deliver to the said Maha Rajah, without delay, a copy of the same, under the seal and signature of the Honorable the Governor General, on the receipit of which by the Maha Rajah the present additional articles shall be deemed complete and binding on the Honorable East-India Company and on the Maha Rajah Mysoor Kistna Rajah Oodiavur Behauder, and the copy now delivered to the said Maha Rajah shall be returned.

A true Copy,
(Signed) N. B. Edmonstone,
Secretary to Government.

No. LXXXVI.

Translation *of the* Treaty *with the* King of Caubul, 1809.

A.D. 1809 — The King of Caubul.

Whereas, in consequence of the confederacy with the state of Persia projected by the French, for the purpose of invading the dominion of his Majesty the King of the Dooraunees, and ultimately those of the British Government in India, the Honorable Mountstuart Elphinstone was dispatched to the court of his Majesty, in quality of Envoy Plenipotentiary, on the part of the Right Honorable Lord Minto, Governor General, exercising the supreme authority over all affairs, civil, political, and military, in the British Possessions in the East-Indies, for the purpose of concerting with his Majesty's ministers the means of mutual defence against the expected invasion of the French and Persians; and whereas the said Embassador, having had the honor of being presented to his Majesty, and of explaining the friendly and beneficial object of his mission, his Majesty, sensible of the advantages of alliance and co-operation between the two states, for the purpose above described, directed his ministers to confer with the Honorable M. Elphinstone, and consulting the welfare of both states, to conclude a friendly alliance: and certain articles of Treaty having accordingly been agreed to, between his Majesty's Ministers and the British Ambassador, and confirmed by the royal signet, a copy of the Treaty, so framed, has been transmitted by the Ambassador for the ratification of the Governor General, who consenting to the stipulation therein contained, without variation, a copy of those articles, as hereunder written, is now returned, duly ratified by the seal and signature of the Governor General, and the signatures of the Members of the British Government

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Government in India; and the obligations upon both Governments, both now and for ever, shall be exclusively regulated and determined by the tenor of those articles, which are as follows. A.D. 1809 The King of Caubul.

ARTICLE I.

As the French and Persians have entered into a confederacy against the state of Caubul, if they should wish to pass through the King's dominions, the servants of the heavenly throne shall prevent their passage; and exerting themselves to the extent of their power, in making war on them and repelling them, shall not permit them to cross into British India.

ARTICLE II.

If the French and Persians, in pursuance of their confederacy, should advance towards the King of Caubul's country in a hostile manner, the British State, endeavouring heartily to repel them, shall hold themselves liable to afford the expences necessary for the above mentioned service, to the extent of their ability. While the confederacy between the French and Persians continues in force, these articles shall be in force, and be acted on by both parties.

ARTICLE III.

Friendship and union shall continue for ever between these two states, the veil of separation shall be lifted up from between them, and they shall, in no manner, interfere in each others countries, and the King of Caubul shall permit no individual of the French to enter his territories.

The faithful servants of both states having agreed to this Treaty, the conditions of confirmation and ratification have been performed, and this document has been sealed and signed by the Right Honorable the Governor General and the Honorable the Members of the Supreme British Government in India, this 17th day of June, 1809, answering to ————, 1224 of the Higera.

No. LXXXVII.

TREATY *with the* Rajah of Lahore, 1809.

Whereas certain differences, which had arisen between the British Government and the Rajah of Lahore, have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been A.D. 1809 The Rajah of Lahore.

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A.D. 1809 — The Rajah of Lahore.

concluded by Rajah Runject Sing, on his own part, and by the agency of Charles Theophilus Metcalfe, Esq., on the part of the British Government.

ARTICLE I.

Perpetual friendship shall subsist between the British Government and the state of Lahore. The latter shall be considered, with respect to the former, to be on the footing of the most favoured powers, and the British Government will have no concern with the territories and subjects of the Rajah to the northward of the river Sutley.

ARTICLE II.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the river Sutley, more troops than are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the chiefs in its vicinity.

ARTICLE III.

In the event of a violation of any of the preceding articles, or of a departure from the rules of friendship, on the part of either state, this Treaty shall be considered to be null and void.

ARTICLE IV.

This Treaty, consisting of four articles, having been settled and concluded at Umritsur, on the 25th day of April, 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature, and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same, duly ratified by the Right Honorable the Governor General in Council, on the receipt of which by the Rajah, the present Treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah shall be restored.

A true Copy,
(Signed) N. B. Edmonstone,
Secretary.

Translation.—*Copy of the Original* Promissory Agreement, *to the following Effect.*

1st. There shall be eternal friendship between the British Government and that of Sind, namely, Meer Gholam Alee, Meer Kureem Alee, and Meer Moorad Alee.

2d. Enmity

A.D. 1809

The Rajah of Lahore.

2d. Enmity shall never appear between the two states.

3d. The mutual dispatch of the Vakeels of both Governments, namely, the British Government and Sindian Government, shall always continue.

4th. The Government of Sind will not allow the establishment of the tribe of the French in Sind.

Written on the 10th of the month of Rujeeb-ool-Moorujub, in the year of the Higera 1224, corresponding with the 22d of August, 1809.

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APPENDIX.

*** The following Papers, No. 1 to 11, consist of ENGAGEMENTS, &c. with the PETTY RAJAHS and TRIBUTARY CHIEFTAINS of Hindostan, since the conclusion of the Treaty with the Peshwa, supplementary to the TREATY of Bassein.

No. 1.

TREATY *with Amrut Row, 14th August* 1803.

A.D. 1803 *Engagements with Petty Rajahs, &c.*

The Particulars of a TREATY *between the Honorable* Major General Wellesley *and* Sreemut Amrut Rao Behauder.

ARTICLE I.

It is agreed that, during the natural life of Amrut Rao Behauder, and that of his son, Venaick Rao Bappa Sahib, he, Amrut Rao (and his son after his decease) shall be ensured the enjoyment of a revenue of seven lacks of Rupees. This shall either be granted in territory or in cash: the English Government considers itself responsible for its payment. The revenue of all such districts as are at present in Amrut Row Behauder's possession, must be included in the account of his annual revenue, and he shall receive the difference between their amount, and the sum fixed on for his support of seven lacks of Rupees.

ARTICLE II.

As a proof that Amrut Rao is sincere in his professions of friendship to the English Government, he must meet the Honorable Major General Wellesley, who means to advance to Aurungabad.

ARTICLE III.

Amrut Rao must, on all occasions, exert himself cordially to forward the interests of the Honorable Company and his Highness the Peshwa.

ARTICLE IV.

Whatever friends and adherents may attend Amrut Rao, may be satisfied of their perfect safety, and be assured they shall receive injury from no quarter whatever, as they will

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will be under the protection of the British Government. After the meeting between the Honorable Major General Wellesley and Amrut Rao shall have taken place, some arrangement shall be made for their support.*

ARTICLE V.

When Amrut Rao joins General Wellesley, the more force, both in cavalry and infantry, that accompany him, the more will be the General's satisfaction.

ARTICLE VI.

When Amrut Rao proceeds to join General Wellesley's army, he will send his wife and all his family to the Fort of Ahmednagur, or to Bombay or Saluth, or to such other place, within the territories of the Honorable Company, that he may most approve, and the English Government will adopt the necessary measures for their full protection and efficient security.

ARTICLE VII.

The meeting between the Honorable Major General Wellesley and Amrut Rao Behauder must take place nineteen days after this date.

(*Signed*) A. WELLESLEY,
Major General.

Ahmednagur,
14th August, 1803.

No. 2.

AGREEMENT *with* Rajah Himmut Behauder, *the 4th September*, 1803.

QUESTION I.

The following requests are presented, on the part of Maha Rajah Anoop Geer Himmut Behauder, by Mr. John Meisselback and the Nawaub Wujah-ao-Dowlah Wajahoo-Deen Khaun Behauder, only authorized by credentials for that purpose from the Maha Rajah, with the hope that they may be replied to.

ANSWER I.

On the fourth day of September, 1803, of the Christian Era, corresponding with the 18th of Jemmadee-ul-Awul, 1218 Higera, and the 3d of Coar, 1860 Sumnut, Mr. Græme Mercer, nominated by his Excellency the Most Noble the Governor General Marquis Wellesley, &c. &c., on the part of the Honorable the East-India Company, as a special Agent, has agreed, under his seal and signature, to these requests, comprized in eight articles, in the mode and manner undermentioned.

QUESTION

* This Article alludes to Marabah Dade and other Sirdars, now with Amrut Rao, who are particularly obnoxious to the Peshwa. It is, from delicacy to his Highness the Peshwa, as well as a regard to the interests of the parties, not specified.

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A.D. 1803

Engagements with Petty Rajahs, &c.

QUESTION II.

Let there be no variation in that rank and splendour which the Almighty originally bestowed upon me.

ANSWER II.

When you have attached yourself, with your heart and soul, to the British Government, and have exerted yourself, to the utmost of your power, in the transfer of the whole of the province of Bundlecund to the British Government, you will be considered as a particular friend to the Government, and your honor and splendour will consequently increase daily.

QUESTION III.

Let Rajah Omraogeer, my brother, who is in confinement at Lucknow, be released.

ANSWER III.

His Excellency the Nawaub Vizier will be requested to release your brother, Omraogeer; but as Omraogeer was confined on account of a conspiracy against the Government of his Excellency the Nawaub Vizier, and as the British Government is exclusively responsible for the protection of his Excellency's dominions and Government, a proper security must be given, in person or property, who must be responsible to the Government, should any sinister design appear on his part after his release.

QUESTION IV.

For the residence of my family in the Doab, let the Purgannahs Secundra and Bendkee be granted in Jagheer, and continued to my posterity.

ANSWER IV.

As you will continue attached to the service of the Honorable Company, you will certainly be favored with a Jagheer, equal to your rank and station; but as the services, in compensation for which the Jagheer will be granted, have not yet been performed, whenever those services shall have satisfied the British Government of your attachment, you will immediately be granted a Jagheer, equal to your rank and station.

QUESTION V.

Let a Jaidad, or assignment of land, on account of my Risalet, or establishment of cavalry, be granted in Bundlecund, below the Ghauts, to the extent of twenty lacks of Rupees, with the forts situated thereon.

ANSWER V.

A Jaidad, of twenty lacks of Rupees, will be granted for the support of your Rassilah, or troops; but it will be incumbent on you to keep up troops, equal to the amount of the Jaidad, and to retain them in readiness to obey the orders of the British Government.

QUESTION

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A.D. 1803

Engagements with Petty Rajahs, &c.

QUESTION VI.

Whenever it shall please the British Government to undertake the conquest of other countries, I shall be ready to attend. In that case, let a distinct Jaidad, or else a sufficient sum of money be granted to me, for the purpose of making new lines of cavalry and infantry, to the extent that the British Government may be pleased to direct.

ANSWER VI.

Whenever it may be necessary to desire you to retain troops, in addition to the number which may be equal to the amount of the Jaidad, the pay for them will be provided for by Government.

QUESTION VII.

In prosecuting the conquest of every new country, whatever engagements may be entered into with the Zemindars and Rajahs, who through me offer obedience to the Company, let such engagements be strictly adhered to.

ANSWER VII.

As you are a servant of the State, any agreement that may be entered into, with the consent of Government, with those persons who may offer obedience through you, shall not be deviated from.

QUESTION VIII.

In the event of any Treaty of Peace being concluded between the British Government and the Peshwa, let mention of my Jaidad be made in it, and let me find uniform support from the British Government. If this country should also be relinquished, let a Jaidad of twenty lacks of Rupees be granted to me by the Government in some of the neighbouring countries.

ANSWER VIII.

In the event of the British Government relinquishing the country, the Jaidad granted by the present agreement will be provided for by the terms of relinquishment.

We, Mr. John Meeselback and Wajah-oo-Deen Khan Behauder, authorized Agents, on the part of the Maha Rajah Himmut Behauder, do declare our assent to the terms above agreed upon, between the British Government and the Maha Rajah, in conformity to the answers given to the Wajeb-oo-Urz, or paper of request.

(Signed) J. MEESELBACK,
T. T.

Seal of Wajah-oo-Dowlah.

(Signed) WAJAH-OO-DEEN KHAN.

True Translation,

(Signed) GRÆME MERCER,
Agent to the Governor General.

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No. 3.

TREATY *with the* Soubadar of Jansee, *February*, 1804.

A.D. 1804

Engagements with Petty Rajahs, &c.

Whereas a firm Treaty of Friendship and Alliance subsists between the British Government and his Highness the Peishwa, and Sheve Rao Bhoo, Soubadar of Jansee, is a tributary of his Highness the Peishwa; and whereas Sheve Rao Bhoo, understanding a just sense of the obligations imposed upon him by the said Treaty of Friendship and Alliance between the British Government and his Highness the Peishwa, shortly after the arrival of a detachment of the British army in Bundlecund, transmitted to his Excellency General Lake, Commander in Chief, &c. &c., through Captain John Baille, Political Agent, on the part of his Excellency, in Bundlecund, a Wajib-ool-Urz, or paper of requests, expressive of his submission and attachment to the views and interests of the British Government, and containing seven distinct articles, or requests, all which have been acceded to by his Excellency the Commander in Chief; and whereas certain requests and engagements, on the part of Sheve Rao Bhoo, were not included in the said Wajib-ool-Urz, and are now necessary to be added, the following articles are now agreed on, for the purpose of affording additional security and confidence to Sheve Rao Bhoo, and of consulting an additional pledge of his fidelity and attachment to the British Government.

ARTICLE I.

The Bhoo professing his entire submission and sincere attachment to the British Government and to his Highness the Peshwa, hereby engages to consider the friends of both Governments as his friends, and their enemies his enemies: that is to say, he promises not to molest any chief or state, who shall be obedient to the British Government or to his Highness the Peshwa; and considering all such as may be rebellious or disaffected to the Governments as his enemies, he engages to give no protection in his country to such persons or their families, to hold no intercourse nor correspondence of any nature with them, and to use every means in his power, to seize and deliver them over to the Government against which they may offend.

ARTICLE II.

If, at any time, a dispute or difference arise between the Bhoo and any neighbouring state or chieftain, professing obedience to the British Government, the Bhoo engages to communicate the grounds of such dispute or difference to the British Government, that they may have an opportunity of investigating the matter in dispute, and of adjusting it to the mutual satisfaction of the parties, or of punishing the party who shall be refractory.

ARTICLE III.

Whenever a detachment of the British forces shall be employed in punishing the disaffected in the countries contiguous to the possessions of Sheve Rao Bhoo, the Bhoo engages, on every such occasion, to join the British force with his army, and to assist in the accomplishment of their views: and if, at any time, a detachment of the British force shall march into the Bhoo's country, for the purpose of quelling disturbances there, the whole

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whole expence of such detachment shall be defrayed by the Bhoo. On the other hand, if the assistance of the Bhoo's troops be demanded, at any time, for the purpose of quelling disturbances in the British territories, the expences of such troops shall be borne by the British Government.

ARTICLE IV.

The Bhoo is, in reality, the commander of his own troops; but it is hereby agreed, that on every occasion, when they may be acting with the British forces, the general command of the whole shall be vested in the Commanding Officer of the British troops: and in the event of peace being concluded, a due attention shall be paid to the interests of the Bhoo.

ARTICLE V.

Sheve Rao Bhoo engages, never to take or retain in his service any British subject or European, of any nation or description, without the consent of the British Government.

ARTICLE VI.

Whatever tribute has been hitherto paid to his Highness the Peshwa by the Bhoo, shall continue to be paid to his Highness. The British Government do not demand any tribute for themselves.

ARTICLE VII.

If Rajah Ambajee Ingla at any time molest the possessions of the Bhoo, the British Government shall interfere to prevent him.

ARTICLE VIII.

Accusations of disaffection or disobedience, if adduced by any person against the Bhoo, shall not be attended to by the British Government, unless the truth of them be proved.

ARTICLE IX.

Sheve Rao Bhoo possesses a house in the city of Benares: if any of the children, brothers, or other relations of the Bhoo, hereafter reside in that city, they shall enjoy the protection of the British Government, and shall not suffer any molestation.

This Agreement, containing nine articles, signed and sealed by Captain John Baillie, Political Agent, on the part of his Excellency General Lake, Commander in Chief, and Sheve Rao Bhoo, Soobadar of Jhansee, in camp at Kotra, on the 6th day of February, 1804, answering to the 23d day of Shawal, 1218 Higera, and 10th day of Phagun Bhoodee, 1860 Sumbut, is delivered to Sheve Rao Bhoo, and another, of the same date, tenor, and contents, signed and sealed by the parties on the same day, is delivered to Captain John Baillie. Whenever the ratification of this Agreement, under the seal and signature of his Excellency the Most Noble the Governor General in Council, shall be delivered to Sheve Rao Bhoo, the Bhoo engages to return this Agreement.

A true copy and translation into Persian and Hindoo of the Agreement, signed and sealed by me and the Soobadar of Jansee, on the 6th current.

(Signed) J. BAILLIE,
A. C. C.

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No. 4.

Treaty *concluded between* Rao Rajah Pareecheet *of* Duttia *and* Captain Baillie, *Political Agent of his Excellency* General Lake, *Commander-in Chief*, &c. &c. &c., *at* Koonjum Gath, *the 15th day of March*, 1804.

A.D. 1804

Engagements with Petty Rajahs, &c.

Whereas a firm Treaty of Alliance and Friendship subsists between the British Government and his Highness the Peishwa, and by a mutual agreement between those two powers a portion of the province of Bundlecund has been ceded, in perpetual sovereignty, to the Honorable Company, and whereas, shortly after the arrival of the British army in Bundlecund, Rao Rajah Pareecheet Behauder, the ruler of Dutteeah, repaired to the British standard, and was admitted among the number of the dependants of the British Government, therefore, and with a view to the greater security and confidence of Rao Rajah Pareecheet Behauder, a Treaty, comprizing the following articles, is now concluded between the British Government and the said Rajah Pareecheet Behauder.

ARTICLE I.

Rajah Pareecheet Behauder having professed his obedience and attachment to the British Government, and to that of his Highness the Peishwa, hereby engages to consider the friends of both Governments as his friends, and their enemies as his enemies: that is to say, he promises not to molest any chief or state, who shall be obedient to the British Government and to his Highness the Peishwa; and considering all such as may be rebellious or disaffected to those Governments as his own enemies, he engages to give no protection in his country to such persons or their families, to hold no intercourse or correspondence of any nature with them, and to use every means in his power to seize and deliver them over to the Government against which they may offend.

ARTICLE II.

If, at any time, a dispute arise between Rajah Pareecheet Behauder and any neighbouring state or chieftain, professing obedience to the British Government, the Rajah engages to communicate the grounds of such dispute to the British Government, that they may have an opportunity of investigating the matter in dispute, and of adjusting it to the mutual satisfaction of the parties, or of punishing the party who shall be refractory.

ARTICLE III.

The Elaka of Bhandire, and certain other Mehals, having been lately ceded by the British Government to the Rannee of Gohud, the Rajah engages to abstain from all manner of interference with the said Elaka of Mehals; and the Rajah further engages to live on terms of amity and friendship with all the neighbouring chiefs, who have professed their obedience and attachment to the British Government, and to avoid entering into quarrels with any of those chiefs.

ARTICLE

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A.D.1804

Engagements with Petty Rajahs, &c.

ARTICLE IV.

Whenever a detachment of the British forces shall be employed in punishing the disaffected in the countries contiguous to the possessions of Rajah Pareecheet Behauder, the Rajah engages to join the British forces with his army, and to assist in the accomplishment of their views: and if, at any time, a detachment of the British force shall march into the Rajah's territory, for the purpose of quelling disturbances there, the whole expences of such detachment shall be defrayed by the Rajah. On the other hand, if the assistance of the Rajah's troops be, at any time, demanded, for the purpose of quelling disturbances in the British territory, the expense of such troops shall be borne by the British Government.

ARTICLE V.

Rajah Pareecheet Behauder is in reality the commander of his own troops; but it is hereby agreed, that on every occasion where they may be acting with the British forces, the general command of the whole shall be vested in the Commanding Officer of the British troops: and, in the event of peace being concluded, a due attention shall be paid to the interests of the Rajah.

ARTICLE VI.

The Rajah engages never to entertain in his service any British subject or European, of any nation or description whatever, without the consent of the British Government.

ARTICLE VII.

The ancestors of Rajah Pareecheet Behauder having uniformly been treated with respect and distinction by the powers of Hindostan and by his Highness the Peishwa, and having uniformly enjoyed the undisturbed possession of the territory now in the Rajah's occupation, the Rajah shall, in like manner, experience every degree of consideration and favor under the British Government, so long as he shall continue faithful and attached to its interests.

ARTICLE VIII.

The territory which, from ancient times, has deccended to Rajah Pareecheet Behauder by inheritance, is hereby confirmed to the Rajah, and to his heirs and successors, and they shall never be molested in the enjoywent of the said territory by the British Government, nor by any of their Allies.

ARTICLE IX.

If Rajah Ambajee Inglia, at any time, molest the possessions of the Rajah, the British Government shall interfere to prevent him.

ARTICLE X.

Accusations of disaffection, if adduced by any person against the Rajah, shall not be attended to by the British Government, unless the truth of them be proved.

This Agreement, containing ten articles, signed and sealed by Captain John Baillie and Rao Rajah Pareecheet Behauder, on the 15th of the month of March, corresponding with the 2d of the month of Dulhajee, 1218 Higeræ, and the 4th Jeit Sooda, 1861 Sumbut, at Koonjun Gath, is delivered to Rao Rajah Pareecheet Behauder, and another, of the same date, tenor, and contents, signed and sealed by the parties on the same day, is

 delivered

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A.D. 1804

Engagements with Petty Rajahs, &c.

delivered to Captain John Baillie. Whenever the ratification of this Agreement, under the seal and signature of his Excellency General Lake, or of his Excellency the Most Noble Marquis Wellesley, Governor General, shall be delivered to Rajah Pareecheet Behauder, the Rajah engages to return this Agreement.

A true Translation,

(*Signed*) J. BAILLIE,
Agent to the Governor General.

A true Copy,

(*Signed*) N. B. EDMONSTONE,
Secretary to Government.

No. 5.

AGREEMENT *entered into by the Agents of* Bhunga Sing, 1806.

A.D. 1806

We, Ramana Sing and Dheena Sing, the Plenipotentiary Agents of Sirdar Bunga Sing, being in the enjoyment of good health, both in mind and body, do hereby solemnly agree, in the presence of the Mutsuddies belonging to the Right Honorable Lord Lake, that whereas the Purgunnah of Badowlee, with the villages of Gonda, Gowsand, &c. in the Doab, and appertaining to the Zillah of Seharanpoor, were formerly held by our Principal in Jaidad, but at this time the aforesaid Purgunnah and villages have, for certain causes, been resumed by the British Government, and other four villages, Ahseen, Khoord, Ahseen, Buzoorg, &c. have been graciously bestowed by the said Government in their stead, we do hereby agree to this arrangement with pleasure and satisfaction on the following conditions.

That whereas the Sunnuds of the above written places have been made out from the beginning of the Rebbee season, 1213 Fuselee, our Principal may, notwithstanding, be permitted to retain the Pergunnah of Badowla till the end of the month of Jhete, which concludes the year 1213 Fuslee, and that the districts assigned in lieu thereof shall, in like manner, remain in the hands of the Thasildars of the British Government during the same period: and we agree that, after the lapse of the aforesaid period, we will, without hesitation, deliver over the said Pergunnah of Badowla to the Collector of Saharunpoor, and that we will not, under the plea of arrears or any other pretext, molest the Ryots, Zemindars, or inhabitants of those places, in any way whatever, during that interval, at the aforesaid time, that is to say, the end of 1213 Fuslee. We will, in like manner, take possession of the districts now assigned us in exchange; but with regard to those villages which have been graciously bestowed, to the amount of five thousand Rupees annually, and for which also a Sunnud has been issued, from the commencement of the year 1213 Fuslee, we will account

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account with the Ryots thereof for whatever the British Aumils may have collected from them, on account of the revenues of the Rebbee season, and recover from them whatever balance may appear to be due.

In witness whereof we have written these few lines, as an agreement on our parts, to have full force whenever it may be necessary.

Written 11th of the month of Mohurrum, in the 48th year of his Majesty's reign, corresponding with the 1st. of April 1806 of the Christian Era.

(Signed) BHY LAL SING, RAGH SING, } Witnesses and Securities

(Signed) RAMANA SING, DEENA SING.

No. 6.

PAPER *of* REQUESTS *presented on the part of* Kooar Soonee Sah.

ARTICLE I.

I request that a Sunnud, in perpetuity, under your seal and signature, be granted to me, for those villages which you have permitted me to retain.

ANSWER I.

Those villages which were in your possession at the close of the government of the late Nawab Alee Behauder, and prior to that period, shall be continued to you, and so long as you evince obedience and submission to the British Government you shall not be molested in the possession of them.

ARTICLE II.

If any of the chiefs or Ranies of this country, from motives of enmity to me, or if any of my disaffected servants or dependants endeavour to prejudice you against me, let them not be attended to.

ANSWER II.

The villages above mentioned having been continued in your possession, under the authority of the British Government, it is impossible that any chief of this country can lay claim to them. If, however, any such claim should be preferred by any one, it shall not be attended to without investigation. With regard to your servants, no interference whatever shall take place.

ARTICLE

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A.D. 1806

Engagements with Petty Rajahs, &c.

ARTICLE III.

If any of my troops be called upon to perform any service for the British Government, I hope that the necessary subsistence will be allowed to them.

ANSWER III.

If the British Government require, at any time, the performance of extraordinary service by your troops, they will provide the means of their subsistence during the period of their employment. You must be careful, however, not to admit into the vicinity of your villages any turbulent or disaffected persons; and, on the contrary, if any such persons molest the British possessions in the neighbourhood of your villages, you must expel and punish them yourself. This conduct will entitle you to the favor of the British Government.

ARTICLE IV.

Kooar Purtab Singh, the representative of my house, solicits a provision and subsistence.

ANSWER IV.

In consideration of the proofs of submission and obedience which have been offered by the personal attendance of Kooar Purtab Singh, and of the voluntary cession of the town of Chutterpore, and the undermentioned chokies, by you to the Honorable Company, the Malgoozary received from you, during the government of the late Nawab Alee Behauder, which is stated by the Nawaub's ministers to have occasionally amounted to the sum of Rupees 19,000 per annum, and never to have exceeded that sum, shall be remitted, as a maintenance for Kooar Purtab Singh. It is requisite, however, that he be always diligent and active in the protection of Chutterpore.

List of Chokies.

The Chokie of Taree,
The Chokie of Kurrie,
The Chokie of Persaree,
The Chokie of Khaulte.

ARTICLE V.

Let the established forms of respect and distinction be continued to be observed towards me.

ANSWER V.

So long as your conduct shall be regulated by the principles of good faith, and of obedience and submission to the British Government, those forms of respect shall be uniformly observed by the servants of the British Government.

ARTICLE

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A.D. 1806

Engagements with Petty Rajahs, &c.

ARTICLE VI.

If any one prefer a pecuniary or other claim against me, let him not be attended to.

ANSWER VI.

No claims of ancient standing shall be heard against you.

ARTICLE VII.

As the Mahals continued to me by the British Government have been long in my immediate possession, I agree to be responsible for the accuracy of the statement which has been made of them by my Vakeels.

ANSWER VII.

Your Vakeels have, no doubt, given an accurate statement of the villages in question. Should any inaccuracies, however, be discovered at any future period, you must consider yourself as responsible for the same.

ARTICLE VIII.

Let my possessions be exempted from the authority of the British courts of justice, in the same manner as the Elakas of this province are.

ANSWER VIII.

The authority of the courts of justice shall prevail in your Jagheer, under similar restrictions as in the possessions of the other chiefs and Jageerdars of Bundlecund. It is requisite, however, that you preserve strict order and regularity in the villages subject to your authority, and that you do not harbour in them any robbers or rebellious persons. If, at any time, any of the subjects of the British Government, accused of theft, highway robbery, or murder, should take refuge in your villages, you must seize and deliver them over to the British authority; and if any of the inhabitants of your villages commit any of those crimes, either in the British possessions or in the villages subject to your authority, they shall, in like manner, be seized and delivered up to the British Government.

Written on the 24th day of Zilhij, 1220 Higera, corresponding with the 16th day of March, 1806, and the 12th day of Cheyt, 1863 Sumbut.

A true Translation,

(Signed) J. WAUCHOPE,

Assistant to the Agent of the Governor General.

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Engagements *on the Part of* Kooar Soonee Sah.

A.D. 1806

Engagements with Petty Rajahs, &c.

Whereas several of the districts in the province of Bundlecund have been annexed to the possessions of the Honorable the East-India Company, and whereas I, Kooar Soonce Sah, sincerely professing obedience and submission to the Government of the Honorable Company, have presented a paper of requests, comprehending eight articles, to Captain John Baillie, Political Agent on the part of the Honorable Sir George Hilaro Barlow, Baronet, Governor General, &c. &c., all which requests have been signed and complied with, according to the just and benevolent principles of the British Government, with a view to my greater security and satisfaction; and whereas an obligation, comprehending the following articles, from which I promise never to deviate or depart in the smallest degree.

ARTICLE I.

I do hereby engage never to unite with the external or internal enemies of the Honorable Company in Bundlecund, and uniformly to observe the most implicit submission and obedience to the British Government.

ARTICLE II.

If any of the subjects of the British Government abscond, and take refuge in my villages, I hereby engage to seize and deliver over all such defaulters to the officers of the British Government: and in the event of persons being sent to apprehend them in the villages subject to my authority, I not only engage not to oppose those persons, but do hereby promise to assist them, to the utmost of my power, in the apprehending of such defaulters.

ARTICLE III.

I will never permit any thieves or robbers to reside in any of my villages; and if the property of merchants or travellers be stolen or plundered in any of the villages subject to my authority, I engage to make the Zemindars of such villages responsible for the restitution of the stolen property, and for the seizure and delivery of the criminals to the officers of the British Government: and all murderers, felons, or other persons amenable to the British jurisdiction, who may take refuge in any of my villages, shall be immediately seized and given up to the officers of the British Government.

ARTICLE IV.

I hereby engage to abstain from all intercourse and communication with the surrounding chiefs in Bundlecund who refuse to submit to the British authority, and not to harbour or give protection to any of their adherents.

ARTICLE V.

I engage never to enter into any quarrel or dispute with any of the chiefs allied to the British Government; and if any such dispute should arise, I hereby agree to submit it to the

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the British Government, who, after a full investigation of the grounds of such dispute, may adjust it as they think proper.

Written this 14th day of Mohurrum, 1221, corresponding with the 4th day of April, 1806, and the 1st day of Bysake, 1863.

A true Translate,

(Signed) J. Wauchope,
Assistant to the Agent of the Governor General.

No. 7.

Treaty *with the* Nana of Calpee, 1806.

Engagement *concluded between* Nana Govind Rao Pundit, *for himself, his Heirs, and Successors, and* Captain John Baillie, *Political Agent to the* Honorable Sir George Hilaro Barlow, *Baronet, Governor General,* &c. &c. &c., *in behalf of the* Honorable the East-India Company, *at* Banda, *the 23d day of October,* 1806.

Whereas, by the Treaty of Bassein, a portion of territory in Savanour and Oolpara, formerly in the possession of his Highness the Peishwa, was ceded to the Honorable the East-India Company; and whereas, by a subsequent agreement between the two Governments, the said territory was restored to his Highness the Peishwa, and in exchange of that territory, together with certain other considerations, which are detailed in the agreement in question, a territory in the province of Bundlecund, yielding an annual revenue of thirty-six lacks and sixteen thousand Rupees, was permanently ceded to the British Government, and annexed to their possessions in Hindoostan; and whereas, at the period when the British troops were first employed in the occupation of the province of Bundlecund, and in the punishment of the disaffected in this province, Nana Govind Rao did, for a time, oppose the operations of the British troops in this province, by which conduct he, the said Nana Govind Rao, placed himself in the condition of an enemy to the British Government, and several districts and forts in the province of Bundlecund, which were formerly possessed by him, were conquered by the British army, and occupied by their authority; and whereas, after the conquest of the aforesaid districts and forts, Nana Govind Rao, professing sincere obedience and submission to the Honorable Company, joined the British army with his troops, and since the period in question invariably

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Engagements with Petty Rajahs, &c.

regulated his conduct by a rigid observance of the duties of amity and attachment to the British Government and to its interests, in consideration of which the Hakas of Oorey and Mohummudabad were restored to him during the first year, and the Pergunnahs of Nokaba in the second year after his submission; and whereas a promise was made by the British Government, to grant to Nana Govind Rao, an equivalent for the district of Calpee at some future period, and the Honorable the Governor General in Council has lately been pleased to direct the performance of that promise, therefore, with a view to the confidence and entire satisfaction of Nana Govind Rao, regarding both his ancient possessions, and those which are now to be ceded to him, as an equivalent for the district of Calpee, as well as for the purpose of confirming the said Nana Govind Rao in the principles and duties of good faith and attachment to the British Government, the following articles have been agreed to, and shall continue in force for ever.

ARTICLE I.

The Nana having professed a sincere attachment to the Honorable Company, hereby engages never to molest the territory of the British Government, or of any chieftain or state in alliance with the British Government, nor to afford succour or protection to any persons hostile to the British Government.

ARTICLE II.

Nana Govind Rao hereby surrenders for himself, his heirs, and successors, and cedes, in perpetual sovereignty, to the Honorable East-India Company, their heirs and successors, for ever, the city, fort, and Zillah of Calpee, situated in the Soubah of Akburabad, and the several villages situated on the right bank of the Jumna, between Calpee and Raypoor, which are specified in the annexed Schedule, together with all rights and privileges which he, or his ancestors, may at any time have possessed in the Zillah and villages aforesaid.

ARTICLE III.

If any subject of the British Government, accused of crimes, or any defaulter, shall at any time abscond, and take refuge in the Nana's territory, the Nana engages to seize and deliver over such person to the British Government, on application from the civil officer in the British territory.

ARTICLE IV.

The British Government having been pleased to grant to the Nana, as an equivalent for the district of Calpee, the several villages which are specified in the annexed Schedule, and some of the Mahals in question being situated between the British possessions eastward of the Betwa and the district of Kooch, on the north west frontier, in which the presence of the civil officers of Government must always be required, and to which the detachment of troops may often be expedient, the Nana hereby engages to afford every assistance and support in his power to the civil officers of the British Government residing in the district of Kooch, and to provide the British officers and troops, on their march through his country, with the necessary passports, guides, and supplies, so that no injury may be sustained by travellers, or inconvenience suffered by troops, in passing between the district of Kooch and any other part of the British possessions.

ARTICLE

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ARTICLE V.

The Nana being considered as the independent and uncontrolled ruler of the territory now ceded to him, or confirmed in his possession, hereby renounces all claim to the aid of the British Government against internal or external enemies; and the British Government renounces all claims whatever upon the Nana, with the exception of those described in this Engagement.

ARTICLE VI.

If any of the brothers or relations of Nana Govind Rao prefer a complaint against him to the British Government, whether such complaint be founded on motives of personal enmity or otherwise; or if any banker or merchant, being a creditor of the Nana, or of any of his servants or adherents, prefer a complaint against him; or if any of the inhabitants of any of the villages dependant on the Nana exhibit a claim against him, of any description whatever, all such complaints and claims shall be left to the Nana's decision.

ARTICLE VII.

As one third of the diamond mines of Punna have, from ancient times, been committed by his Highness the Peishwa to the care of Nana Govind Rao, and continued in his charge during the establishment of the authority of the late Nawab Alli Behauder in this province, it is therefore agreed, that in case of any portion of the diamond mines of Punna coming into the possession of the Honorable Company, the Nana shall not be molested by them in possession of the said portion of the mines in question; and the British Government hereby expressly renounces all claims against that portion of the diamond mines of Punna, which has heretofore been occupied by the Nana.

ARTICLE VIII.

All houses and gardens, which belonged to the ancestors of the Nana and to those of his relations, and which are situated in the town of Betho, or in the Dooab, on the banks of the Ganges, or in the city of Benares or Calpee, or in Baupoor, or in any other towns or villages which are now in the possession of the British Government, shall continue, as heretofore, to be the private property of the Nana and his relations, whose rights shall not be, in any manner, molested or encroached upon by the officers of the British Government.

ARTICLE IX.

All territories and rights in the province of Bundlecund, including Sagur, which are now occupied or possessed by Nana Govind Rao, or ceded to him by this Treaty, in exchange for the district of Calpee, are hereby declared to be exempt from every future claim or demand on the part of the Honorable Company, their heirs, and successors, for ever; and the British Government engage never to molest or disturb the Nana, his heirs, or successors, in the possession of the said territories and rights in Bundlecund, including Sagur, nor in the possession of those districts which are now ceded to him as an equivalent for the district of Calpee.

ARTICLE X.

This Engagement, consisting of ten articles, being this day settled and concluded at Banda, between Captain John Baillie, Agent to the Governor General, on the one part, and Bashur Rao Ana Pundit and Rao Kishun Rao, the accredited Vakeels of Nana Govind Rao, on the other, a copy of the same, in English and Persian, under the seal and

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Engagements with Petty Rajahs, &c.

signature of the said Captain John Baillie, has been delivered to the said Vakeels, and the said Vakeels have delivered to Captain John Baillie another copy, bearing the seal and signature of the said Nana Govind Rao, countersigned by his said Vakeels; and the said Captain John Baillie has engaged to procure and deliver to the Vakeels of the said Nana Govind Rao, without delay, a copy of this engagement, duly ratified by the Honorable the Governor General in Council, on the receipt of which by the said Vakeels the present Engagement shall be deemed complete and binding on the Honorable Company and on the said Nana Govind Rao, and the copy of it now delivered by the said Vakeels shall be returned.

Done at Banda, this 23d day of October, Anno Domini 1806, answering to the 10th day of Shabun, 1221 Hegira, and to 11th day of Koaz Sood, 1863 Sunbut.

SCHEDULE *of Muhals and Villages ceded by the* British Government *to* Nana Govind Rao, *as an Equivalent for a portion of the District of* Calpee, *and certain Villages of* Raypore, *agreeably to a Statement under the Signature of the collector of Zillah* Bundlecund.

Names of Villages.	Jumma.			Total Jumma.
Villages in the Pergunna of Calpee which are restored to the Nana:				
Atta - - - - - -	7,041	0	0	
Purrah - - - - - -	1,362	12	6	
Buchapon - - - - -	506	13	0	
Purasun and Pamny Khad - -	3,501	0	0	
Gourrah - - - - - -	794	10	0	
Gur Ganah - - - - -	382	4	0	
Beeranoo - - - - -	4,142	8	0	
Pandypore - - - - -	536	0	0	
Bhudraughy - - - - -	2,312	8	0	
Jagarrypore - - - - -	563	8	0	
Hyederpore - - - - -	1,005	7	0	
Ambrah Bangrook - - - -	1,543	0	0	
Danda - - - - - -	407	12	0	
Rugauly - - - - - -	1,244	0	0	
Sundy - - - - - -	6,584	0	0	
Saujahapore - - - - -	1,614	0	0	
Syedpore - - - - -	745	0	0	
Serr Sellah - - - - -	1,348	0	0	
Sur Sanky - - - - -	784	0	0	
Carried forward - -	36,415	14	6	

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Engagements with Petty Rajahs, &c.

Brought forward	36,415	14	6			
Sudooba	1,209	12	0			
Kuniren	4,359	12	0			
Koorma Allumgurpore	5,040	0	0			
Langoopora	292	4	0			
Muhauah	1,188	0	0			
Noorpore	2,726	8	0			
Bunuhan	1,405	4	0			
Nusserpore	1,114	7	0			
Humutpore	997	0	0			
Aubupore	1,628	0	0			
Elorah Boojooroog	745	4	0			
Amussa	655	0	0			
Ookurrah	1,572	14	0			
Akoary	1,303	0	0			
Ookussa	2,011	8	0			
Peeprunda	488	6	0			
Bhutpoorah	537	0	0			
Bhamlooah	1,413	0	0			
Barrah	734	4	0			
Gurha	567	8	0			
Gurry Jagga	461	13	0			
Davodpore	46	0	0			
Taconby	606	8	0			
Amiliah Khord	1,046	12	0			
Koosmurrah	1,285	0	0			
Barriee Kurrahpore	1,283	0	0			
Caddupore	434	0	0			
Khoohana	560	0	0			
50 Musgawah	1,516	8	0			
				73,656	6	6
Villages in the Purgunnah of Khurka, ceded by Treaty.						
Khurka Khas	2,626	0	0			
Ayer	856	0	0			
Tecur	1,750	0	0			
Boodhauty Boojrooke	1,966	8	0			
Oirry	319	0	0			
Ramporrah	429	0	0			
Goodha	1,051	0	0			
Seemriah	1,388	0	0			
Mahana	1,431	0	0			
Mungrachoo	431	0	0			
Curraie Boojrooke	998	0	0			
Curraurie Kad	642	0	0			
Gaurah	463	0	0			
Carried forward	14,350	8	0	73,656	6	6

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Engagements with Petty Rajahs, &c.

Brought forward - -	14,350	8	0	73,656	6	6
Choora Kherra - - - - -	756	0	0			
Dadry - - - - - - -	3,846	0	0			
Poordur - - - - - - -	401	0	0			
17 Currata - - - - - - -	428	0	0			
				19,781	8	0
36 Villages, Purgunnah Koha ceded by Treaty - -				39,057	0	0
14 Syednagur - - - do. do. - -				12,874	0	0
Total Rupees -				1,45,368	14	6

(Errors excepted.)

(*Signed*) J. Baillie,
Agent to the Governor General.

Schedule *of the Portions of* Calpee *and* Raypore, *which are permanently annexed to the British possessions in* Bundlecund.

Names of Villages.	Jumma.			Total Jumma.
Villages in the Purgunna Nowruttah Calpee with the Town and Fortress:				
Oossur - - - - - -	2,757	0	0	
Ahmudpoor - - - - -	702	7	0	
Onrungah - - - - -	51	0	0	
Punian - - - - - -	8,860	0	0	
Burroah - - - - - -	888	12	0	
Burkherrah - - - - -	562	12	0	
Bhumbhoury Khoord - - -	346	13	0	
Pundry - - - - - -	919	0	0	
Puckhorkurrah - - - -	30	0	0	
Berry Bullendah - - - -	464	10	0	
Tikriah - - - - - -	50	0	0	
Jullhoopore - - - - -	154	0	0	
Jyrampore - - - - -	201	0	0	
Chutehah - - - - - -	4,561	0	0	
Jahupore - - - - - -	114	0	0	
Chaunk - - - - - -	1,280	12	0	
Dhaunkully - - - - -	1,170	0	0	
Dammur and Unqunnooah - -	7,209	8	0	
Dhumnah - - - - -	509	4	0	
Rajahpore - - - - -	392	0	0	
Shaikpoor Kouriah - - - -	347	6	0	
Carried forward - -	31,091	4	0	

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Engagements with Petty Rajahs, &c.

Brought forward - -	31,091	0	0			
Sursie - - - - - - -	828	0	0			
Sursallah - - - - - - -	488	0	0			
Suppah - - - - - - -	255	0	0			
Saisnuvrah - - - - - -	111	0	0			
Suttanpore - - - - - -	51	0	0			
Shaikpore Bellendah - - -	30	0	0			
Aullum, Khalispore, and Basharutpore	106	15	6			
Kootobpore - - - - - -	901	0	0			
Kurrutpore - - - - - -	1,004	8	0			
Kabatoorrah - - - - - -	520	0	0			
Kusally - - - - - - -	1,560	2	0			
Khaushyrampore - - - - -	395	8	0			
Kotra - - - - - - -	879	0	0			
Kourah Khaus - - - - - -	509	4	0			
Lahurrah and 4 villages - - -	4,665	12	0			
Lungurpore - - - - - -	22	0	0			
Lohurgaon - - - - - -	206	14	6			
Murgaon and Chukajmerry - -	8,077	0	0			
Munkaurol - - - - - -	4,526	4	0			
Meowpore and three villages - -	1,991	0	0			
Munky and Murahpore - - -	896	0	0			
Mopoharry and five villages - -	908	0	0			
Mavaw ahur - - - - - -	428	0	0			
Murrah - - - - - - -	238	12	0			
Nurany - - - - - - -	957	3	0			
Mehary - - - - - - -	75	0	0			
Hurchundpore - - - - - -	1,626	7	0			
Hurkoopore - - - - - -	666	8	0			
Total sixty-two villages and one church				63,995	6	0
Villages in the Zillah of Roypore.						
Roypore Khans - - - - -	66	15	0			
Mull - - - - - - -	1,221	0	0			
Chintah Mow - - - - - -	562	4	0			
Dhakun - - - - - - -	1,119	12	0			
Saymurrah and Shaikpore - - -	1,374	12	0			
Sayrany and two villages - - -	1,745	8	0			
Vajupore - - - - - - -	125	9	0			
Gondah and Khurroyee - - -	1,719	12	0			
Kurkpow - - - - - - -	2,721	9	0			
Kurreckah - - - - - -	334	2	0			
Burhaunpore - - - - - -	1,018	8	0			
Total fourteen villages - -				12,082	11	0
Total Rupees -				76,078	1	0

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No. 8.

SUNNUD *granted* to Maha Rajah Kishore Sing.

A.D. 1807

Engagements with Petty Rajahs, &c.

Be it known to all Chowdries, Kanoongoes, Zemindars, Malgoodars, and Talookdars, of that portion of Bundlecund above the Gauts which was formerly in the possession of Hirdee Sah, that whereas the primary objects of the British Government are the amelioration of the condition of their subjects and the adjustment of the rights of all just claimants; and whereas, actuated by this principle, the Honorable the East-India Company, from motives of liberality, have not thought proper to avail themselves of their title to the possession of the whole of Bundlecund, which, with an annual revenue of thirty-six lacks and sixteen thousand Rupees, was, by an agreement between the two states, ceded to the British Government by his Highness the Peshwa, but contenting themselves with that territory which is now in their actual possession, they have been pleased to apportion the remaining territory to various chieftains of this province, possessing just claims, and to certain persons who were in the possession of lands before the introduction of the British authority into this province, and who since its establishment have uniformly professed and evinced their attachment and fidelity to it; with this view, that the whole of the inhabitants of this province, both high and low, may pass their days in security and happiness, under the benign protection of the British Government; and whereas Maha Rajah Kishore Sing, the grandson of the late Maha Rajah Herdee Sah, possessing claims in common with the other Rajahs of this province, and sincerely professing attachment to the British Government, has become obedient and submissive to it, and has deputed his Minister, Raj Dhur Guga Sing, to solicit the favor and kindness of the Government, therefore, the Mahals, villages, and diamond mines, specified underneath, and situated above the Gauts, are hereby granted and assigned to the Maha Rajah by the British Government.

It is necessary that the Maha Rajah, entertaining a due sense of this extensive grant, do strictly perform the conditions of this engagement; in which case he shall never be molested nor opposed by the British Government, but shall continue undisturbed in the enjoyment of his present possessions.

A true Translation,

(Signed) J. WAUCHOPE,
Registrar.

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Mahals, Villages, &c. assigned to Maha Rajah Kishore Sing.

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Engagements with Petty Rajahs, &c.

Purgunnah Lalha Purnoh - - - - - - - - - -	124	villages
Purgunnah Poawee Ahmeaun Gunge - - - - - - -	176½	
Purgunnah Puttur Sahanagur - - - - - - - -	29	
Mootfurrucha - - - - - - - - - - - -	105	
Puddaruck, or Charity - - - - - - - - -	36	
Pugunnah Khuttowlah - - - - - - - - -	136	
Duffa - - - - - - - - - - - - -	4	
Duffa - - - - - - - - - - - - -	14	
Duffa - - - - - - - - - - - - -	9	
Puddaruck, or Charity - - - - - - - - -	13	
Purgunnah Round - - - - - - - - - -	6	
Purgunnah Singpore - - - - - - - - - -	25	
Talookdars, 3 Purgunnahs.		

N. B. From the portion of diamond mines of Hirdah Sah, one mine of Etawa was granted in Sunnud to Lutchmun Sing, and eight mines to Durreah Sing Chowbeh, Kaladar of Fort Kullingur.

1st February 1807, or 23d Jeecod, 1221 Higera.

Obligation *of* Maha Rajah Kishore Sing, *signed and sealed by his Minister* Roy Dhur Gey Sing, *at* Modha, *the 4th February*, 1807.

Whereas, by the Treaty of Bassein, the country of Dursa, Noor and Oldpah, originally in the possession of Sreement Pundit Purdhan Sewaee Bazee Rao Peishwa Behauder, was formerly ceded to the Honorable the East-India Company; and whereas, by a subsequent agreement between the two states, this country was afterwards restored to the Peishwah, and in exchange for it, and for certain other considerations, which are contained in the agreement in question, in the province of Bundlecund, yielding a revenue of thirty-six lacks and sixteen thousand Rupees, was ceded, in perpetual sovereignty, by his Highness the Peishwah, to the Honorable the East-India Company, and annexed to their actual possessions; and whereas a British force having entered the province, for the purpose of settling the country, and punishing the refractory, all the Rajahs of this province and its vicinity, on hearing the fame of the justice, benevolence, and good faith, which have ever regulated the conduct of the British Government, placed themselves under its protection, and becoming respectively the objects of its bounty and liberality, have been reinstated and confirmed in their original possessions, which they now enjoy in security and comfort; and whereas I, Maha Rajah Kishore Sing Behauder, descended from the late

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A.D. 1807

Engagements with Petty Rajahs, &c.

Maha Rajah Herdee Sah, and possessed of claims in common with the other Rajahs of this province, have, with sincere professions of attachment to the British Government, deputed my minister, Raj Dhur Gey Sing, to solicit the favor and kindness of the Government, and accordingly, with a view to the promotion of the welfare of the inhabitants of this province, a Sunnud for certain Mehals and villages above the Ghauts, which by the Treaty of Bassein are immediately dependant on the British Government, has been conferred upon me, therefore, and in order to confirm my obedience and attachment to the British Government, I have prepared and delivered this obligation, containing the following articles, under my own seal and signature, and under the seal and signature of my minister, Raj Dhur Sing; and I hereby declare, that I never will swerve from those articles, in any instance whatever.

ARTICLE I.

I hereby bind myself never to aid nor abet any marauders, either in or out of the province of Bundlecund, never to harbor them in my possessions, nor permit their families to reside in the territory subject to my authority, and also to abstain from all correspondence and communication with them; and I further bind myself never to engage in hostility with any of the adherents or dependants of the British Government but always to be obedient and submissive to it.

ARTICLE II.

I engage to guard the passes through the Gauths, which are subject to my authority, in such a manner as to prevent all marauders and plunderers from ascending or descending the Gauths through those passes, and to secure the territory of the British Government from incursions through any of the said passes.

ARTICLE III.

Whenever the British troops shall have occasion to ascend the Gauths through any of the passes subject to my authority, I engage not only not to obstruct nor impede their progress, but to depute respectable and intelligent persons to conduct them by the most convenient route.

ARTICLE IV.

Whereas the British Government, from motives of justice and equity, have granted to me a Sunnud for a considerable portion of territory above the Gauths, and whereas many of the villages contained in that territory were formerly made over in Malgoozaree, by my ancestors and predecessors, to certain persons who were faithful and obedient, and many of those Pergunnahs and villages have, of late years, been usurped by refractory and turbulent persons, who have revolted from my authority, therefore I hereby solemnly pledge myself to be responsible for any commotions or disturbances which shall be excited by those persons within the British territory.

ARTICLE V.

If any subject of the British Government abscond and take refuge in any of the villages subject to my authority, I agree to seize such person, and to deliver him up to the officers of the British Government immediately on his being demanded.

ARTICLE VI.

I will not permit thieves or robbers to reside in any of my villages; and if the property of merchants or travellers be stolen or robbed in any village under my authority, I agree to make the Zemindars of such villages responsible, either for the restitution of the stolen

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stolen property, or for the delivery of the offender to the British Government: and if any felon or murderer, or any person ameanable to the British laws, for crimes committed in the British territory, shall take refuge in any of my villages, I engage to deliver him over to the officers of the British Government.

ARTICLE VII.

One of my confidential servants shall always be in attendance on the principal officer of the Government in this province, for the purpose of executing his orders.

I, Raz Dhur Geya Sing, the minister of Maha Rajah Kishore Sing Behaudér, having, as agent for the Maha Rajah, affixed my seal and signature to this obligation, and entered it among the records of the British Government, hereby promisestrictly to observe the above articles, and never to evade nor neglect the performance of any of the conditions contained in them: and after repairing to the presence of the Maha Rajah, I engage to procure, and to place among the records of Government, an Ikar-nameh, comprizing the above articles, signed and sealed by the Maha Rajah and signed and sealed by myself, after which I shall recive back this obligation.

Written the 18th Zeekad, 1221 Higera, corresponding with the 28th January, 1807, and the 5th of Magh Budhee, 1863 Sumbut.

A true Translation,

(Signed) J. WAUCHOPE,
Registrar.

No. 9.

IKAR-NAMEH, *or Obligation of Allegiance on the part of* Rajah Bukht Sing.

Whereas, on the arrival of the British troops in Bundlecund, for the purpose of occupying the country, Captain John Baillie was appointed by the Governor General to superintend and adjust the affairs of this province, and whereas I have been expelled, during the government of Allie Behauder, from my Raj and my territory, the said Captain John Baillie, from those motives of liberality and justice, which ever regulate the conduct of the officers of the British Government, reinstated me in the possession of the houses which I formerly possessed in the town of Banda, and assigned to me a monthly allowance of three thousand Gohur Shahee Rupees, which allowance has been regularly paid to me up to the present date; and whereas, with a view to the conciliation and happiness of the inhabitants, and to the suppression of commotions and disturbances, several Mahals in this province were lately confirmed in the possession of their rightful owners, and I also being among the number of the chiefs possessing just claims, solicited from the said Captain Baillie a Sunnud for the Pergunnah of Kotra and other Mahals, which are

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Engagements with Petty Rajahs, &c.

my rightful property by inheritance, and are now unjustly occupied by Gopaul Sing; and my request being approved of, a Sunnud was promised to me at a future period; and whereas Mr. John Richardson having been lately appointed to the general superintendance of the affairs of Bundlecund, I have solicited and obtained from that gentleman a grant for the aforesaid Mahals; therefore, and with a view to confirm my obedience and fidelity to the British Government, I have prepared, and hereby present this obligation of allegiance, containing the following articles, from which I promise never to depart or deviate a hair's-bredth.

ARTICLE I.

I hereby engage to have no connection with any marauders or plunderers, either within or out of the province of Bundlecund, to afford them no asylum, nor permit them or their families to reside in my possessions, and to abstain from all correspondence whatever with them. I further engage, not to enter into any quarrels or disputes with any of the adherents or servants of the British Government; and if a dispute should arise between me and any of the Rajahs or chiefs of this province, dependant on the British Government, I agree to submit such dispute for the investigation of the officers of the British Government, and scrupulously to observe and abide by their decision. I agree not to retaliate against any one for any injury offered to myself, nor proceed to redress any grievance without the order of the British Government, to which I will ever be obedient and submissive.

ARTICLE II.

I engage to guard all the passes through the Ghauts under my authority, so as to prevent all marauders, plunderers, and ill-disposed persons, from ascending or descending the Ghauts, or from entering the British territories through any of those passes; and if any neighbouring chief or leader should meditate an incursion into the British territory through my possessions, I engage to furnish the officers of the British Government with information of the circumstances, before his approach to the neighbourhood of my territory, and to exert my utmost efforts to obstruct his progress.

ARTICLE III.

Whenever the British troops shall have occasion to ascend the Ghauts, through any of the passes subject to my authority, I agree not only not to obstruct or impede their progress, but to depute respectable and intelligent persons, to conduct them by the most convenient route, and to furnish them with the necessary supplies, so long as they remain within, or in the vicinity of my possessions.

ARTICLE IV.

The British Government having conferred upon me the Pergunnahs of Kotrah, &c. which have been usurped, and are now unjustly possessed by Dewan Gopaul Sing, I hereby faithfully engage to prevent the said Gopaul Sing, or any Zemindar under his influence, from entering the British territories, for the purpose of exciting disturbances in them, and to be responsible for any loss that may be sustained by any of the subjects of the British Government, in the event of such an occurrence.

ARTICLE V.

Whereas Rajah Ram Pindara, formerly one of my dependants, is now a professed plunderer and freebooter, and seizes every opportunity of molesting and plundering the subjects

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subjects and Zemindars of the British Government, I do therefore hereby engage to reduce the said Rajah Ram to his former state of obedience to me, and after obtaining from the British Government his pardon for his past offences, to cause him to deliver a written obligation of his obedience to the British Government, and of his forbearance from all predatory habits in future, and to afford him a sufficient subsistence out of the revenue of the Pergunnahs which have now been conferred upon me: but if the said Rajah Ram shall refuse to submit to the British Government, I hereby agree to be responsible for any loss that shall be occasioned to any of the inhabitants of the British territory, by his means, after I shall have been completely established in the possession of the afore-mentioned Pergunnahs.

ARTICLE VI.

In the event of the British Government, at any time, directing me to make over to any of the Rajahs of this province any number of villages, contained in the afore-mentioned Pergunnahs, whose aggregate revenue shall amount to one lack of Rupees per annum, I agree to resign such villages without hesitation, and to offer no objection to such requisition, on the score of the villages being contained in my Sunnud, or having been in the occupation of Gopaul Sing.

ARTICLE VII.

I hereby agree to resign all claim to the annual allowance of thirty-six thousand Rupees, which I have hitherto received as a maintenance from the British Government, whenever I shall be established and confirmed in the possession of the aforesaid Pergunnah.

ARTICLE VIII.

If any subject of the British Government abscond, and take refuge in any of my villages, I agree to deliver him up, immediately on his being required, to the officer of the British Government: and if any Ryot or Zemindar shall abscond from my territory, and take refuge in the British possessions, after submitting a detail of my complaint against such absconder, I agree to observe whatever decision may be passed regarding him, agreeably to the established regulations of the Government, and to take no steps of my own accord for his apprehension.

ARTICLE IX.

I hereby engage to harbor no thieves or robbers in any of my villages; and if the property of merchants or travellers should be stolen or robbed in any of my villages, I engage to make the Zemindar of such village either responsible for the stolen property, or for the seizure and delivery of the thief or plunderer to the officers of the British Government: and if any criminal or murderer, or any person amenable to the laws of the British Government, for a crime committed in the British territories, shall take refuge in any of my villages, I agree to seize and deliver up such offender to the British Government, and to prevent his escape, in any direction, through my possessions.

ARTICLE X.

I engage that one of my brothers or confidential people shall always be in attendance, as a Vakeel, on the officer of the British Government in this province, for the purpose of executing his orders; and in the event of such Vakeel being, from any reason, disapproved of by the said officer, I agree immediately to appoint another in his stead.

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ARTICLE XI.

If any of my adherents or executive officers shall be guilty of any improper conduct towards the British Government, I agree to dismiss such person from his situation immediately on being required to do so, to afford him no protection, either directly or indirectly, and to deliver him up to the British Government immediately on his being demanded.

Having deposited this Ikar-nameh, comprising eleven distinct articles, under my own signature and seal, among the records of the British Government, I hereby bind myself always to fulfil the whole of the conditions contained in the said articles, and never to omit or neglect the scrupulous performance of any one of them.

Given at Banda, this 8th day of June, Anno Domini 1807, equal to the 18th Jeyte, 1214 Fussellee, or 1st Rubbee-ul-sanee, 1222 Hegira, the day of the week Monday.

A true Translation,

(Signed) J. WAUCHOPE,
Assistant to the Agent of the Governor General.

(Signed, in the Hindowee language)
RAJAH BUKTEL SING SEWAGE.

WAJIB-OOL-URZ, *presented by* Rajah Bukht Sing, *who having received possession of the* Elakas *of* Kotra and Puway, *trusts that the following Articles will be confirmed by your Signature.*

Articles presented by Rajah Bukht Sing.

ARTICLE I.

The present state of the Elakas of Kotra and Puway, and the difficulties which must oppose the establishment of my authority in those Elakas, are well known to you; I therefore hope that the support and assistance of the Government will always be afforded to me.

ARTICLE II.

I request that the allowance now fixed for my expences may be continued to me, for one year after the settlement of Kotra and Puway, &c.

Answers to the Articles.

ANSWER I.

Little doubt can be entertained, that you will be able to establish your authority, and to settle the Pergunnahs, independently of the aid and support of the British Government: at the same time, every proper and necessary aid which you may require, with the exception of troops, shall be furnished to you.

ANSWER II.

Agreeably to the seventh article of your Ikar-nama, your present allowance shall continue, until the establishment of your authority in the Pergunnah in question.

ARTICLE

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ARTICLE III.

The factious and malevolent dispositions of my connection in this province are well known to you; if, therefore, any of those, from malicious motives, accuse me falsely, let their accusation not be attended to without investigation.

ANSWER III.

No accusations are ever admitted against any one by the officers of the British Government, without previous investigation; and, in your case, an increased degree of caution shall be exercised.

ARTICLE IV.

If any of my brothers, companions, servants, or dependants, prefer any claim against me, I request that it may not be listened to.

ANSWER IV.

With a view to the preservation of your dignity and consequence, the British Government will not interfere in the adjustment of any claim which may be preferred against you by your brothers, companions, servants, or dependants, but will consider such claim as dependant on your own decision.

ARTICLE V.

If any of my relations, brothers, dependants, or companions, at any time revolt from me, and offer a false representation of my conduct, I request that they may not be heard.

ANSWER V.

It is contrary to the usages of the British Government to listen to malicious representations against any person; in your case, therefore, no representation from any quarter shall be admitted without proof.

ARTICLE VI.

If any of the persons at present established in the Government of Kotra should complain of being injured by the introduction of my authority into the Pergunnah, and repair to you, for the purpose of complaining against me, I request that no notice whatever be taken of their complaints.

ANSWER VI.

It is necessary that you pursue moderate and lenient measures in establishing your authority; if, however, any one should excite commotions in your Pergunnahs, or endeavour to subvert your authority and government, you are to punish such person in your own country, and the British Government will afford him no assistance.

ARTICLE VII.

My habitation, which is situated on this side of the Nimnee Nulla, and appertaining to which are ten or twelve gardens, the habitation of my people and the servants of my dependants, which have been invariably occupied by them, ever since they have been in my possession, and which since the introduction of the British Government have been exclusively subject to my authority, and exempt from every kind of restraint or violence, I therefore request that the same indulgence be continued with regard to them.

ANSWER VII.

They shall continue in their present situation.

ARTICLE

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ARTICLE VIII.

I request that the respect and the consideration due to my dignity be always observed by the officers of the British Government.

ANSWER VIII.

As it is one of the principles of the British Government to respect the dignity and preserve the consequence of ancient chiefs and nobles, in regard to you, therefore, no omission of the proper marks of respect shall occur.

ARTICLE IX.

Regarding Raja Ram, I have already engaged in my Ikar-nama, that if he profess his obedience, and repair to your presence, to receive pardon of his past offences, I will cause him to present to you a written obligation of allegiance, and if he contumaciously refuse this proposal I engage to punish him; but if Rajah Ram repairs to you, for the purpose of settling the terms of his submission, separately from me, I request that he may not be heard.

ANSWER IX.

It is incumbent upon you, agreeably to the terms of your Ikar-nama, to exert every effort to induce Rajah Ram to submit to the Government, or to reduce him to such a state as to render him incapable of committing further depredations. The adoption of any measure which will be the means of relieving the Government from the depredations of this marauder will be approved of.

Given at Banda, this 8th day of June, Anno Domini 1807, equal to the 18th Jeyte, 1214 Fussellee, or 1st Rubbee-ul-Sanee, 1222 Higera, the day of the week Monday.

A true Translation,

(*Signed*) J. WAUCHOPE,

Assistant Agent to the Governor General.

SUNNUD *granted to* Rajah Bukht Sing.

Be it known to the Chowdries, Kanoongoos, Zemindars, Mookuddems, and Talookdars of the Pergunnahs of Kotra and Purvoy, in the province of Bundlecund, that whereas, after the annexation of the province of Bundlecund to the territories of the Honorable the East-India Company, when the British troops were employed in occupying the country, and punishing the refractory Rajah Bukht Sing, the grandson of Maha Rajah Juggut Raee, one of the legitimate proprietors of this province, did obediently and submissively attend in person on the officer of the British Government, wherefore the British Government, actuated by those motives of liberality, and by that desire to support and preserve the dignity of illustrious families, which ever regulate its conduct, conferred upon Rajah Bukht Sing a permanent provision of thirty-six thousand Rupees per annum; and whereas a promise having been since made to the said Rajah, that, in common with the other hereditary Rajahs of this province, he also should receive a territorial

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territorial provision, in lieu of the aforesaid pecuniary allowance, and the said Rajah lately repeatedly solicited the performance of that promise, and having presented an obligation of allegiance to the British Government, comprizing eleven distinct articles, signed and sealed by himself, therefore the Pergunnahs specified underneath, situated in the province of Bundlecund, and at present usurped by some foreigner, who possesses no title whatever to them, either by inheritance or by gift, are hereby granted to Rajah Bukht Sing, with whose right to the said Pergunnahs the British Government are fully satisfied, and so long as the said Rajah and his adherents shall continue in obedience to the British Government, and shall scrupulously adhere to the terms of the aforesaid obligation of allegiance, the said Rajah, and his heirs and successors, shall enjoy the unmolested possession of the Pergunnahs undermentioned. It is necessary that the inhabitants of the said Pergunnahs acknowledge their obedience to the said Rajah, or to whomsoever he may delegate the charge of the Pergunnahs, and that they consider all the dependencies and appurtenances of the said Pergunnahs as subject to the Rajah, and that they acknowledge no one else. It is the duty of the Rajah to render the people, Zemindars, and Talookdars, happy and grateful by his good government, to devote himself to the prosperity of the inhabitants and to the improvement of the country; and finally to continue faithful and obedient to the British Government.

This Sunnud, after having obtained the approbation of the Honorable the Governor General, shall be considered valid, and shall then be exchanged for another, under the seal and signature of the Governor General.

Given at Banda, this 8th day of June, Anno Domini 1807, equal to the 18th Jeyte, 1214 Fussely, or 1st Rubbu-ul-Sanee, 1222 Higera. The day of the week Monday.

A true Translation,

(*Signed*) J. WAUCHOPE,
Assistant Agent to the Governor General.

No. 10.

IKAR-NAMEH, *or Obligation of Allegiance, presented by* Koar Luchmon Sing.

I, Koar Luchmon Sing, do hereby acknowledge and declare, that I have submitted to the authority of the British Government, and with the view to confirm my obedience and submission, I do hereby present this Ikar-nameh, comprizing the following articles.

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ARTICLE I.

Whereas I, Koar Luchmon Sing, freely and sincerely professing my obedience and submission to the British Government, have been admitted among the number of the servants and dependants of that Government; and whereas John Richardson, Esq., Agent to the Right Honorable the Governor General for the general superintendance of the affairs of the province of Bundlecund, has required of me an Ikar-nameh, or obligation of allegiance, therefore, and in consideration of the maintenance which the British Government has been pleased to grant to me, I do hereby present this written obligation of allegiance, signed and sealed by myself, and I declare that I never will commit a single act, in opposition to the terms of the following articles.

ARTICLE II.

I agree to reside, with my family and children, in one of the villages comprized in my Jaggeer, and never to go elsewhere, without the permission of the officers of the British Government.

ARTICLE III.

I hereby engage never to have any connection with marauders, plunderers, robbers, or any other evil doers (especially with Rajah Ram) either within or without the province of Bundlecund; never to harbour any such persons in any of the villages of my Jaggeer; to convey every information, regarding their haunts, to the officers of the British Government; to avoid all correspondence or intercourse whatever with them; to enter into no disputes with any of the servants or dependants of the Government; to afford no assistance to either party, without the permission of the Government; and invariably and scrupulously to observe the duties of obedience and submission on all occasions.

ARTICLE IV.

If any of the inhabitants of the British territory abscond, and take refuge in any of the villages of my Jaggeer, I engage to seize and deliver him up to the officers of the British Government; and if a person, on the part of the British Government, be sent to apprehend such absconder, I agree not only not to oppose such person, but to co-operate with him in the apprehension of the said absconder, and I engage to obey the orders of the civil and criminal court, in all cases that shall occur after the date of this Ikar-nameh.

ARTICLE V.

I engage not to harbor thieves or robbers in any of the villages comprizing my Jaggeer; and if the property of any inhabitants or travellers be stolen or robbed in any of those villages, I engage to make the Zemindars of such villages responsible for the restitution of the stolen property, or for the seizure and surrender of the thief or robber to the British officers: and if any person amenable to the British laws for murder, felony, or other crimes, committed in the British territory, shall take refuge in any of my villages, I engage also to apprehend and deliver up such offender to the British Government.

ARTICLE VI.

The Zemindars of the villages composing my Jaggeer having already given Caboo-leats to the collector of this district for the payment of their revenue, I hereby engage, during

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during the existence of their engagement with the Government, to collect the revenue from them, agreeably to their present Pottahs and Caboolcats, and to make no further demand upon them.

A.D. 1807 *Engagements with Petty Rajahs, &c.*

A true Translate,

(*Signed*) J. Wauchope,

Assistant to the Agent of the Governor General.

Sunnud *granted to* Luchmon Sing.

To the Mutsuddies employed in the duties of the Sirkar, the Jagheerdars and Kurdries, the Chowdrees and Kanoongoes, present and future, of the Purgunnah of Punwarry in the province of Bundlecund.

Be it known, that whereas Koar Luchmon Sing, hearing of the fame, the justice, and the benevolence of the British Government in India, having freely and voluntarily professed his cordial obedience and submission to the British Government, and having accompanied Rajah Bukht Sing to this place, and in person asked forgiveness for his past offences, and having further deposited in the records of the government an Ikar-nameh, or obligation of obedience and submission to the British Government, comprizing six distinct articles, and attested by his own seal and signature; and whereas the principles of the British Government being founded on mercy, and on the maintenance and support of its dependants, therefore, and in conformity to those just and benevolent principles, the village of Nugwan, together with four other villages situated in the Purgunnah of Pimworey, and yielding a Kamil Jumma of fifteen thousand and three hundred Rupees, as specified in the subjoined Schedule, are hereby granted in Jagheer to Koar Luchmon Sing; and so long as the said Koar Luchmon Sing shall remain in obedience and submission to the British Government, and shall strictly adhere to the terms of his engagements, the aforesaid villages shall always continue in his possession. It is incumbent on the said Koar Luchmon Sing to conciliate and render grateful the peasantry and inhabitants by his good government, to direct his utmost exertions to promote the comfort and happiness of all the inhabitants of his Jaggeer, and to give no harbour to thieves and robbers in any of his villages. It is the duty of the inhabitants to acknowledge Koar Luchmon Sing as the Jagheerdar of the aforesaid village, to consider all the affairs and duties connected with the aforesaid villages as subject to his authority, and to offer no opposition or disobedience to him whatever, and not to require the annual renewal of his Sunnud. Herein fail not.

This Sunnud shall be considered in force, being confirmed by the Right Honorable the Governor General.

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Engagements with Petty Rajahs, &c.

Schedule of Villages.

	Jumma.
Nigwan - - - - - - - -	3,000
Jowrarie - - - - - - - -	5,000
Robaee - - - - - - - -	7,000
Ragou-lie - - - - - - -	300
Total Rupees	15,300

Written at Banda, on Saturday, the 19th of September 1807, corresponding with the 3d day of Pooss, 1215 Fusilee.

A true Translation,

(*Signed*) J. Wauchope.

Wajib-ool-urz, *or Paper of Requests, presented by* Koar Luchmon Sing.

Request I.

Having submitted, in person to the British Government, in the hope of obtaining a subsistence, I am ready to accept whatever the Government may allot to me as a maintenance, and I shall reside, along with my dependants, in the villages composing my Jaggeer; but I shall also be at liberty to accept of service, either in Bundlecund, or in any other country.

Answer I.

You are not prohibited from entering the service of any person who is not in a state of enmity or rebellion to the British Government; but it is necessary that you first request and obtain the permission of the officers of the British Government for that purpose. And in the event of two of the adherents of the British Government being engaged in actual hostilities with each other, and one of them either offering you service or inviting your assistance, you must, in this case, also be guided by the orders of the British officers.

Request II.

If any one maliciously or interestedly misrepresent my conduct to you, let no such misrepresentation be received without investigation.

Answer II.

It is not the practice of the British Government to attend to any self-interested insinuation against the conduct of any one. It is necessary, however, that you carefully avoid giving a handle to calumny, by the commission of any act that might create suspicion.

Request

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REQUEST III.

During the period in which I have been in a state of disobedience to the Government, I have been in the constant habit of exciting disturbances, and of plundering goods, specie, personal property, horses, camels, cattle, &c. let no complaint preferred against me, in consequence of those acts, be listened to.

ANSWER III.

With regard to the acts committed by you, prior to the date of your obligation of allegiance to the British Government, no retrospective notice shall be taken of them on the part of the Government, either in the civil or criminal courts of justice, nor shall any complaint, in consequence of them, be attended to.

REQUEST IV.

If any of my servants or my creditors shall come before you, and make a complaint, of whatever nature, against me, let them not be attended to.

ANSWER IV.

No notice shall be taken of those acts, of which the cause of complaint shall have originated previously to the date of your obligation; but with regard to those which shall originate subsequently to that period, you must consider yourself as subject to the authority of the court.

REQUEST V.

I possess considerable property and several claims in many places; when I shall submit those claims to you, I trust, from your liberality, that you will be pleased to cause them to be granted to me.

ANSWER V.

As no claims against you, arising from any act committed prior to your obligation, are to be listened to, neither can your claims against others, on account of former acts, with propriety be admitted.

Written at Banda, on Saturday, the 19th September, 1807, corresponding with the 3d of Pooss, 1215 Fussely.

No. 11.

IKAR-NAMEH, *or Obligation of Allegiance, presented by* Purseram.

I, Purseram, do hereby declare and acknowledge, that I have submitted, in person, to the British Government; and with a view to confirm my obedience and submission, I do hereby present this Ikar-nameh, comprizing the following articles.

ARTICLE I.

Whereas I, Purseram, freely and sincerely professing my obedience and submission to the British Government, have been ranked among the number of the dependants and adherents of that Government; and whereas John Richardson, Esq. Agent on the part of the Right Honorable the Governor General in Council for the general superintendance and control of the province of Bundlecund, has required from me an Ikar-nameh, or obligation of

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Engagements with Petty Rajahs, &c.

of allegiance to the British Government, therefore, and in consideration of the ample maintenance which has now been conferred upon me by the British Government, I do hereby present this Ikar-nameh, comprizing the following articles, under my own seal and signature, from which I hereby engage never to deviate, and never to commit any act which shall, in any degree, violate the terms of the said articles.

ARTICLE II.

I agree to reside, with my family and children, in one of the villages of my Jaggeer, and not to leave such villages without orders from the officers of the British Government.

ARTICLE III.

I hereby engage to have no connexion with any marauders, plunderers, robbers, or other evil doers, within or without the province of Bundlecund, especially with Rajah Ram, and not to permit any such persons to reside in any of my villages; to give every information regarding them to the officers of the British Government; and to relinquish all intercourse and correspondence whatever with them. I farther engage, not to enter into disputes with any of the servants and dependants of the British Government; and if a dispute should arise between any of the dependants of the Government, I engage to remain passive in such dispute, to afford no assistance to either party, without orders from the British Government, and scrupulously to observe the duties of obedience and submission on all occasions.

ARTICLE IV.

If any inhabitant of the British Government abscond and take refuge in any of my villages, I engage to seize and deliver him up to the officers of the British Government; and if any person should be deputed by the Government to apprehend such absconder, I agree not only not to oppose or impede such person, but to afford him every assistance in the apprehension of the offender. I farther engage to obey the orders of the civil and criminal courts, in all cases that shall occur after the date of this Ikar-nameh, and never to excite any disturbances or commotions whatever.

ARTICLE V.

I engage not to harbour thieves or robbers in any of the villages of my Jaggeer; and if the property of any of the inhabitants or travellers be stolen or plundered in any of my villages, I engage to render the Zemindars of such village responsible, either for the restitution of stolen property or for the seizûre and delivery of the thief or robber to the officers of the British Government: and if any person, amenable to the British laws for murder, or any other crime, committed in the British territory, shall take refuge in any of my villages, I engage to apprehend such person and deliver him up to the Government.

ARTICLE VI.

The Zemindars of the villages comprizing my Jaggeer having entered into engagements with the collector for the payment of the revenue to the British Government, I hereby promise, until the expiration of those engagements, to collect their revenue, conformably to their existing Pottahs and Kabooleats.

Dated the 7th of October 1807, corresponding with the 1st of Assen, 1215 Fussilly.

A true Translation,

(*Signed*) J. Wauchope,

Assistant to the Agent of the Governor General.

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SUNNUD *granted to* Purseram.

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To the Mutsuddies, Jaggeerdars, Kurorees, Chowdries, and Kanongoos, present and future, of the Pergunnah of Mataund in the province of Bundlecund, be it known, that whereas Purseram, on hearing the fame of the justice and benevolence of the British Government, has freely and sincerely professed his obedience and submission to the Government, and having accompanied Rajah Bukht Sing to the presence of the Agent to the Governor General in Bundlecund, has asked forgiveness for his past offences, and has delivered an Ikar-Nameh, or obligation of allegiance, comprizing six articles, under his own seal and signature; and whereas the benevolent principles of the British Government dispose it to shew mercy to offenders, and to afford support and protection to all its adherents, therefore, and under the influence of those benevolent principles, the villages of Kudhee and Jybrimha, with their dependencies, situated in the Pergunnah of Mataund and, yielding a Kamel Jumma of fifteen thousand Rupees, agreeably to the subjoined statement, are hereby granted by the British Government, in Jaggeer, to the said Purseram, and so long as the said Purseram shall continue firm in his obedience to the British Government, and true to the terms of his Ikar-nameh, the aforesaid villages shall remain in his possession in perpetuity.

It is incumbent on the said Purseram to render the inhabitants of his Jaggeer contented and grateful by his good government, to direct his utmost exertions to promote their comfort and conciliate their affection, and to give no asylum to thieves or robbers in any of his villages. It is the duty of the peasantry and inhabitants to consider the said Purseram as paramount Jaggeerdar of the aforesaid villages, and to acknowledge his right to all the duties and immunities appertaining thereto, to offer no opposition or disobedience to him, nor to require the annual renewal of his Sunnud.

After obtaining the sanction of the Right Honorable the Governor General, this Sunnud shall be considered as valid.

Statement of Villages.

	No. of Villages.	Jumma.
Kadhee and Kutra (cultivated) - - - -	2	
Brimhutee and Kootra (uncultivated) - - -	2	
	4	12,000
Jybrimha - - - - - - - - - -	1	3,000
Villages - -	5	Rupees 15,000

Dated Wednesday, the 7th of October 1807, corresponding with the 21st of Assen, 1215 Fussilly.

A true Translation,

(*Signed*) J. WAUCHOPE,

Assistant to the Governor General.

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WAJIB-OOL-URZ, *presented by me*, Purseram, *which I solicit may be confirmed by your Signature.*

A.D. 1807

Engagements with Petty Rajahs, &c.

REQUEST I.

Having submitted to the authority of the British Government, in the hope of support and advantage, and having accepted of the terms proposed to me by the Government, I agree to reside with my followers in the villages composing my Jaggeer. If, however, I should accept of service any where else, with a view to obtain a subsistence, I request that my motives for doing so may not be questioned by the Government.

ANSWER I.

As you are now one of the adherents and dependants of the British Government, it is incumbent on you to abstain from all intercourse and connexion with the enemies and rebels of the British Government. You are not, however, prohibited from entering the service of any person not of the above description; but it is necessary that you previously intimate your intention to the Government, and obtain its permission. In the event of hostilities arising between any of the dependants of the British Government, and of either party offering you service, or inviting your co-operation, your conduct, in this case, also, must be guided by the instructions of the officers of the British Government.

REQUEST II.

Before this, and while I was in a state of enmity to the British Government, I was in the habit of committing all sorts of disorderly and predatory acts, and have plundered and possessed myself of real and personal property, of all kinds of effects, and of horses and cattle of every description; I request, therefore, that no complaint that may be eventually preferred, in consequence of any of those transactions, may be heard or admitted.

ANSWER II.

No suit against you, of which the cause of action shall have arisen prior to the date of your obligation of allegiance, shall be admitted in the civil or criminal courts, nor shall any retrospective notice be taken of such suits on the part of Government.

REQUEST III.

Having acknowledged my obedience and submission to the British Government, if any one, from motives of hatred or malice, misrepresent my conduct to you, I request that no such representations may be admitted without investigation.

ANSWER III.

It is contrary to the principles of the British Government to admit calumnious representations against any person. It is necessary, however, that you carefully avoid pursuing a line of conduct that might give rise to suspicion.

REQUEST

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A.D. 1807

Engagements with Petty Rajahs, &c.

REQUEST IV.

If any of my dependants, having separated from me, or any of my creditors, prefer any complaint against me, I request that it may not be listened to; and my rank and dignity being entirely dependant on the favour of the British Government, I trust they may be encreased.

ANSWER IV.

No complaint preferred against you, of which the cause of action shall be prior to the date of your Ikar-nameh, shall be heard; but with respect to complaints which shall have originated after that period, you shall be subject to the jurisdiction of the court.

REQUEST V.

In former times, the Elaka of Banda, and lands on the opposite side of the river Cavi, to the amount of four lacks of Rupees, were farmed by me. In that Elaka there are certain balances due to me by the Zemindars, which they have no right to withhold; I request that the claim may be investigated by the Government, and that they be required to discharge the balance.

ANSWER V.

As no claims, originating before the date of your Ikar-nama, are to be heard against you, it would be improper, on the same principle, to admit any old standing claims of your's against any other person: at the same time, whenever a complaint shall be preferred, the officers of the Government, after investigating the nature of it, will decide upon the propriety of its admission or rejection.

REQUEST VI.

I request your permission to take possession of all the houses and gardens in the town of Banda, belonging to me, in whosever occupation they may be.

ANSWER VI.

Such of your houses as have been given to any person by the Government, or as may be occupied without any written agreement or permission from you, shall be returned to you.

REQUEST VII.

In certain villages of the Pergunnahs of Banda, Mataund, and Soonah, the Zemindars have granted me bonds for sums of money, for which they have obtained remission in their Kabooleats with the Government, although they have not paid them to me. Whatever portion of these sums shall be granted to me, I shall consider as a favour, and I agree to prove the truth of this assertion.

ANSWER VII.

These sums, after ascertaining the truth of your assertion, become the property of the Government, and by detecting those Zemindars you will evince your zeal for the welfare of the Government. Although you possess no just claim to those sums, yet after they shall be collected, whatever proportion the Government may think proper, shall be allowed to you as a gift.

Dated the 7th October, 1807, corresponding with the 1st of Assin, 1215 Fussilly.

A true Translation,

(Signed) J. WAUCHOPE,

Assistant to the Agent of the Governor General.

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TREATIES, &c.

WITH THE

COUNTRY POWERS OF INDIA,

CONCLUDED ON BEHALF OF THE

EAST-INDIA COMPANY

BY THE

GOVERNMENT OF FORT ST. GEORGE.

No. I.

Treaty *with the* Nyzam, 1759.

A Copy *of* Requests *made by* Colonel Forde *to* Nabob Salabat Jung, *and his Compliance thereto in his own Hand.* A.D. 1759 The Nyzam.

The whole of the Sircar of Mazulipatam, with eight districts, as well as the Sircar of Nizampatam, and the districts of Condavir and Wacalmanner, shall be given to the English Company, as an Iniam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French.

The Nabob Salabat Jung will oblige the French troops, which are in his country, to pass the river Ganges within fifteen days, or send them to Pondicherry, or to any other place out of the Decan country, on the other side of the river Kistna; in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

 The

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A.D. 1759 The Nyzam.

The Nabob will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Sircars belonging to the French, nor for the computation of his revenues of his own country in the present year, but let him remain peaceable in it in future; and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Sircar, so he will now act and pay acccordingly to the Sircar, and if he (the Rajah) does not agree to it, then the Nabob may do what he pleases. In all cases, the Nabob will not assist the enemies of the English, nor give them protection.

The English Company, on their part, will not assist the Nabob's enemies, nor give them protection.

Dated moon Ramadan the 16th, Higera, 1172, which is the 14th of May 1759.

*I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth.**

No. II.

SUNNUD *from the* Nabob of Arcot, 1763.

A.D. 1763 Mahomed Ali.

SUNNUD *from the* NABOB *for the* Seven Magans, *belonging to the* Sircar *of* Hewalee Tripasore, *situated in the* Payen Gaut, *and dependent upon the* Subah *of* Arcot.

Be it known to the Deesmokees, Deespondees, Muccudems, husbandmen, and others, inhabitants of the said Magans, that in consideration of the great services rendered to my affairs by the English East-India Company, their firm friendship for me, and the dependence I have of their always remaining, in future, in alliance with, and supporting myself and sons, I have given and made over to them, in Jaghire, the said seven Magans, as here under-mentioned, computed value thereof being sixteen thousand nine hundred and forty-four Pagodas, fifteen Annas (16,944 15), exclusive of the Jaghiredars, Shoterumdars,

* In the Nabob's own hand, which may be seen on the top of the original, as well as his grand seal.

dars, Pollygars, Russoomdars, Rozeenedars, and Iniamdars: you are, therefore, hereby strictly ordered to live in due obedience to the said English East-India Company, to pay them the money due at the fixed and stated times, and in every respect to look upon them as myself.

Dated the 16th October, 1763.

	Pag.	Ans.
Cotambauc Magan contains fifteen villages, computed value is - - - -	2,590	3
Polle Magan contains eighteen villages, amounting to - - - - -	1,933	15
Poroor Magan contains fifteen villages, amounting to - - - - -	2,797	14
Tinnenoor Magan contains fourteen villages, amounting to - - -	1,923	11
Pullaverum Magan contains twenty-two villages, amounting to - - -	3,400	12
Utteput Magan contains three villages, computed value - - - -	3,520	0
Ummerumbare Magan contains fourteen villages, amounting to - - -	1,708	11
Total villages in the seven Magans, one hundred and one, amounting to -	17,875	2
Deduct four for the Shoterums and Iniams - - - - - - -	930	15
There remains to the Company ninety-seven villages, total value Pagodas	16,944	15

Nabob's Sunnud for the Chingleput District.

Be it known to the Deesmokees, Deespondees, Muccuddems, husbandmen, and others, inhabitants of the district of Chingleput, belonging to the said Sircar, and depending upon the Subah of Arcot, for and in consideration of the many services rendered to my affairs by the English East-India Company, their firm friendship for me, and the dependence I have of their always, in future, remaining firm in alliance with, and supporting myself and sons, I have given and made over to them, in Jaghire, the said district of Chingleput, as here under-mentioned, the computed value thereof being ninety-eight thousand two hundred and thirty-two Pagodas, four and a half Annas (98,232 4½), exclusive of the Jaghiredars, Shoterumdars, Pollygars, Russoomdars, Rozeenedars, Iniamdars, and the fort of Chingleput. The rest runs in the same manner as that for the seven Magans.

Chingleput

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A.D. 1763
Mahomed Ali.

	Pag.	Ann.
Chingleput Magan contains one hundred and twelve villages, amounting to	20,717	15½
Wurrungput Magan contains twenty-five villages and a half, amounting to	10,479	13
Triccusgonedum Magan contains one hundred and seventy-eight villages, computed value - - - - - - - - - - - -	53,404	15½
Wellaughum Magan contains thirty-two villages, computed value - -	9,016	2
Total villages three hundred forty-seven and a half, computed value -	93,831	13
Duties and customs, amounting to - - - - - - - - -	4,400	7½
Total value, Pagodas	98,232	4½

The Sunnud for Covelong, alias Siaudel-Bender, excepts the Mint; the rest runs the same as that for the seven Magans: the computed value seventeen thousand five hundred and twelve Pagodas, nine and a half Annas (17,512 9½).

Covelong contains fifty-four villages; total value of the district 17,512 9½.

Munnemungle Purgunnah, belonging to the Sircar of Chingleput, amounting to eighteen thousand five hundred and sixty-nine Pagodas, fourteen Annas (18,569 14).

	Pag.	Ann.
The Sunnud for it runs in the same manner as that for the seven Magans, and contains eight villages, value - - - - - - - - - -	5,503	2
Purrœpau contains nineteen villages, value - - - - - - -	3,305	2
Pillœpauc contains eighteen villages, computed value - - - -	1,450	10
Oonau contains seventeen villages, computed value - - - -	5,297	8
Werregeerum contains twenty villages, computed value - - - -	2,910	8
Total villages in this Pergunnah,		
82 Computed value - - - - - - - - -	18,466	14
1 Shoterum deducted - - - - - - - -	430	2
Remains - 81 Computed value - - - - - - - - -	18,036	12
Duties and customs, valued at - - - - - - - - -	533	2
Total value of the district, Pagodas -	18,569	14

Poneer

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Poneer Purgunnah, belonging to the Tripasore Sircar, valued at seventeen thousand nine hundred and eighty-seven Pagodas - - - - - - - - - (17,987) A.D. 1763 Mahomed Ali.

The Sunnud the same as that for the seven Magans.

	Pagodas.	Ann.
Poneer Magan contains eleven villages, computed value - - - - -	919	8
Chinnecaumunna Magan contains fourteen villages, computed value - -	947	0
Ursoor Magan contains eight villages, computed value - - - -	1,786	4
Poombauc Magan contains five villages, computed value - - - -	1,552	12
Inelloor Magan contains five villages, computed value - - - -	1,614	4
Trippaulewannum Magan contains twenty-four villages, computed value -	1,385	12
Perrumbere Magan contains six villages, computed value - - - -	1,487	0
Cautoor Magan contains eight villages, computed value - - - -	1,922	0
Walloor Magan contains thirteen villages, computed value - - -	599	0
Cautpillee Magan contains three villages, computed value - - - -	365	13
Meegoor Magan contains nine villages, computed value - - - -	1,205	3
Chodeewurrum Magan contains twenty-one villages, computed value - -	1,214	4
Aumoor Magan contains ten villages, computed value - - - -	1,346	12
Pedmulwauil Magan contains seven villages, computed value - - -	600	12
Total villages in the Purgunnah, one hundred aud forty-five, computed value - - - - - - - - - - - - - -	18,557	8
Deduct the Shoterums and Jaghires, three - - - - - - -	1,424	8
Remains to the Company one hundred and forty-two - - - - -	17,133	0
Duties and Customs - - - - - - - - - - - -	854	0
Total value of this district - - - Pagodas	17,987	0

The Sunnud for the Chiccutcota Purgunnah, in the Tripasore Sircar, runs in the same manner as that for the seven Magans, and contains three villages, computed at four thousand and fifty Pagodas, (4,050.)

Hewalee Tripasore Purgunnah, belonging to the same Sircar, computed value thereof thirty-three thousand five hundred and sixty-four Pagodas, eight Annas (33,564 8). The fort of Tripasore is excepted in the Sunnud. The remainder is the same as that for the seven Magans.

Hewalee

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A.D. 1763

Mahomed Ali.

	Pagodas	Ann.
Hewalee Tripasore contains ten villages, computed value - - -	949	15
Poolerumbauc contains ten villages, computed value - - - -	996	4
Woddœcarroe Magan seven villages, computed value - - - -	1,527	15
Yerrioor Magan five villages, computed value - - - - - -	207	0
Miyoor Magan nine villages, computed value - - - - - - -	1,227	6
Pirrenoor Magan nine villages, computed value - - - - - -	1,395	2
Wengul five villages, computed value - - - - - - - -	889	14
Punnœpauc Magan three villages, computed value - - - -	736	8¼
Paulwade Magan twelve villages, computed value - - - -	1,604	1
Tunneercolum twelve villages, computed value - - - - - -	1,821	8
Teeroor fifteen villages, computed value - - - - - - -	2,468	11
Yeccautoor Magan ten villages, computed value - - - - - -	835	5
Neeweeloor Magan nine villages, computed value - - - - - -	2,250	12
Colerumbauc Magam eight villages, computed value - - - -	1,066	0¼
Muddrœmanglum Magan thirteen villages, computed value - - -	2,965	3
Coteeoor Magan ten villages, computed value - - - - - -	772	12
Muppade Magan six villages, computed value - - - - - -	762	6
Chettreu Magan twelve villages, computed value - - - - -	1,360	7
Wullum Magan five villages, computed value - - - - - -	1,353	0
Moodechoor six villages, computed value - - - - - - -	1,252	0
Ullechullee - - - - - - - - - - - - - -	90	0
Yerreemutpollum fourteen villages, computed value - - - -	3,058	0
Total villages 191 computed value - - - - - - - -	28,641	2
Deduct Shoterum 1 - - - - - - - - - - - -	34	0
Remains villages 190 - - - - - - - - - - -	28,607	2
Duties and customs, amounting to - - - - - - - -	4,957	6
Total value of this district to the Company, Pagodas	33,564	8

Peddappollum Porgannah, belonging to the Conjevram Sircar, amounting to twelve thousand four hundred and eleven Pagodas and six Annas. The Sunnud for this Purgunnah runs in the same manner as that for the seven Magans.

Peddapollum

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A.D. 1763
Mahomed Ali.

	Pag.	Ann.
Peddappollum contains nine villages, computed value - - - - -	1,438	9½
Arnee Magan contains ten villages, computed value - - - - -	1,429	5
Nellerumbau Magan contains eighteen villages, computed value - -	1,135	13
Parewauil Magan contains five villages, computed value - - -	1,477	10
Cunderepade Magan contains four villages, computed value - - -	1,621	12
Wurreemuddra Magan contains nine villages, computed value - -	675	12
Malemaugham Magan contains seventeen villages, computed value -	1,024	13
Chinnumbade Magan contains eight villages, computed value - - -	3,092	8
Total villages 80 computed value - - - - - - - - -	11,896	2½
Deduct Shoterum 1 - - - - - - - - - - - - -	3	6
Remains - 79 amounting to - - - - - - - - -	11,892	12½
Duties and customs - - - - - - - - - - - - -	518	9½
Total value of this district to the Company, Pagodas	12,411	6

Perrumbauc Purgunnah, belonging to the Conjeveram Sircar, amounting to five thousand one hundred and ninety-seven Pagodas and one Anna. The Sunnud for this Purgunnah runs in the same manner as that for the seven Magans.

	Pag.	Ann.
Perrumbauc contains twenty-six villages, computed value - - - -	5,197	1

Saliwauck Purgunnah, belonging to the Conjeveram Sircar, amounting to nineteen thousand and ninety-one Pagodas and eleven Annas. This Sunnud runs in the same manner as that for the seven Magans.

	Pag.	Ann.
Saliwauc contains seventy villages, value - - - - - - - -	18,677	1
Duties and Customs amount to - - - - - - - - - - -	414	10
Total value of this district	19,091	11

Ootremaloor Purgunnah, belonging to the Sircar of Conjeveram, computed value twenty thousand nine hundred and eighty-five Pagodas, thirteen Annas. The Sunnud for the Purgunnah is the same as that for the seven Magans.

	Pag.	Ann.
Ootremaloor contains sixty-two villages, computed value - - - -	19,568	11
Customs and duties - - - - - - - - - - - - - -	1,417	12
Total value of this district	20,985	13

Seeva,

A.D. 1763

Mahomed Ali.

Seera, or Great Conjeveram Purgunnah, belonging to the same Sircar, computed value eleven thousand nine hundred and eighty-four Pagodas and one Anna. This Sunnud runs in the same manner as that for the seven Magans.

			Pag.	Ann.
Conjeveram contains twenty-six villages, computed value			5,137	0
Pootaree Magan contains thirty-one villages, computed value			2,933	4
Goindewauddee Magan contains fourteen villages, computed value			1,778	7
Concreecoopum Magan contains eleven villages, computed value			1,879	3
Pooleloor Magan contains six villages, computed value			796	8
Total villages	86	computed value	12,524	6
Deduct Shoterums and Iniams	5		2,474	10
Remains	81		10,049	12
Customs			1,934	5
Total value of this district to the Company, Pagodas			11,984	1

Vista, or Little Conjeveram Purgunnah, belonging to the Conjeveram Sircar, computed value eighteen thousand nine hundred and fifty Pagodas and fourteen Annas. The Sunnud the same as that for the seven Magans.

			Pag.	Ann.
Conjeveram contains fifteen villages, computed value			1,107	10
Jyumpaint Magan contains fourteen villages, amounting to			2,446	10
Cheewurrum Magan contains four villages, amounting to			1,547	9
Aureepauc Magan contains ten villages, computed value			1,290	2
Jyumgolum Magan contains ten villages, computed value			1,304	5½
Cholimbare Magan contains three villages, computed value			1,701	1
Tirapagoodee Magan contains nine villages, amounting to			1,468	10½
Nutteepente Magan contains eight villages, computed value			1,523	6
Tinaree contains thirty-two villages, computed value			1,504	15
Terrimaudelpauc Magan contains six villages, computed value			471	8
Total villages	111	computed value	14,365	13
Deduct Shoterum and Iniams	3		628	5
Remains villages	108	computed value	13,737	8
Customs			5,213	6
Total value of this district to the Company, Pagodas			18,950	14

Carongoly

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Carongoly Purgunnah, belonging to the Conjeveram Sircar (as far as is given to the Company), is computed at fifty-three thousand six hundred Pagodas and five Annas.

The Sunnud mentions Muddenunt, and other head Magans, situated on this side the river Marcawn, and excepts the forts of Carongoly, Allumparva, with the mint there. The remainder runs in the same manner as that for the seven Magans.

	Pag.	Ann.
Muddenunt Magan contains thirty villages, computed value - - - -	1,892	7
Moorepauc Magan contains nine villages, computed value - - - - -	1,510	0
Urrumbelloor Magan contains six villages, computed value - - -	1,841	8
Perrembarree Magan contains thirteen villages, computed value - -	675	0
Wellaungar Magan contains ten villages, computed value - - - -	350	13
Kinepaucum Magan contains nine villages, computed value - - -	1,397	2
Perricaurna Magan contains nine villages, computed value - - -	766	7
Urreeunnoor Magan contains five villages, computed value - - -	368	6
Chengautoor Magan contains five villages, computed value - - -	584	12
Soowenambut and Willeewauc - - - - - - - - -	2,397	4
Pootenaeota Magan contains thirteen villages, computed value - - -	1,004	11
Coowuttoor Magan contains nine villages, computed value - - -	2,552	8
Yerrumbare Magan contains seven villages, computed value - - -	509	12
Chawor Magan contains three villages, computed value - - - -	3,944	1½
Wurtee Magan contains seven villages, computed value - - - -	532	14
Fulleeput Magan contains four villages, computed value - - - -	1,000	8
Miyoor contains three villages, computed value - - - - - -	1,200	12½
Boodoor Magan contains five villages, computed value - - - -	1,336	14½
Tinneloor Magan contains twenty-one villages, computed value - -	2,629	0
Moorecumbauc Magan contains ten villages, computed value - - -	1,739	14
Muddeeumbauc Magan contains twelve villages, computed value - -	898	12
Chittauracurna Magan contains five villages, computed value - - -	376	2
Weddaulee Magan contains seven villages, computed value - - -	708	12
Wettoor Magan contains eight villages, computed value - - - -	636	11
Nullaumoor Magan contains eleven villages, computed value - - -	1,760	8
Ugirawauc Magan contains twenty-one villages, computed value - -	2,659	11
Pillaupoor Magan contains eight villages and a half, computed value - -	4,895	4
Pulliyennor Magan contains fourteen villages, computed value - - -	3,964	4
Timmauporum Magan contains nine villages, computed value - - -	902	12
Willeecaur Magan contains twenty-four villages, computed value - -	2,603	9½

2 z 2 Codoor

A.D. 1763
Mahomed Ali.

	Pag.	Ann.
Codoor Magan contains eighteen villages, computed value - - - -	623	7
Culleconum Magan contains twenty-six villages, computed value - -	2,154	10
Yerracaulnar Magan contains twenty villages, computed value - - -	3,823	10
Pullumbauc Magan contains eleven villages, computed value - - -	951	9
Total villages on this side the river Mercawn, three hundred and seventy and a half, computed value - - - - - - - - - - - - -	55,146	12
Deduct Shoterums, Iniams, and Jaghires, twenty-one - - - - -	4,948	12
Remains villages three hundred and forty-nine, computed value - -	50,198	0
Duties and Customs - - - - - - - - - - - - -	3,402	5
Total value of the district to the Company, Pagodas	53,600	5

Cavantandelum Purgunnah, belonging to the Wondevash Sircar, situated in the Carnatic Payen Gaut, &c. computed value seventeen thousand and fifty-three Pagodas, nine Annas. The Sunnud runs in the same manner as that for the seven Magans.

	Pag.	Ann.
Cavantandelum contains twenty-two villages, computed value - - -	10,826	12
Willecauoor contains twenty villages, computed value - - - - -	3,059	9
Husoor contains twenty-five villages, computed value - - - - - -	3,167	4
Total villages 67, computed value, Pagodas	17,053	9

Chinnamanaikpollum village in the Frewaude Purgunnah, belonging to the Waldoor Sircar, computed value one thousand and seventy-two Chucrams, eight Annas. The Sunnud runs in the same manner as that for the seven Magans.

	Chucrams.	Ann.
Chinnamanaikpollum - - - - - - - - - - - - - - -	1,072	8

Nuddeput village, in Vencatompente Purgunnah, belonging to the Waldoor Sircar, computed value nine hundred and twenty-seven Chucrams and eight Annas.

	Chuc.	Ann.
Nuddeput - - - - - - - - - - - - - - - -	927	8

EXPLANATION

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EXPLANATION *of the* Names *made use of in the* Sunnud.

Deesmokees, are the people who keep the accounts of the country. A.D. 1763 Mahomed Ali.

Deespondees, are those who, in some parts of the Mogul's dominions, act as chiefs of countries, and in others keep the accounts as the Deesmokees.

Muccuddems, are the chief inhabitants.

Jaghiredars, are those that enjoy jaghires or lands, who, in case of necessity, are obliged to assist the prince of the country with horse, in proportion to their Jaghires.

Shoterumdars, are those that enjoy lands at favorable rates only; but all through the Sunnuds they are made the same as the Iniamdars (or those that have free gifts), the whole of the produce of the lands held by them being deducted on that account.

Iniamdars, are those that enjoy lands as free gifts, without paying any thing to the Sircar.

Russoomdars, are those that have certain fees and perquisites allowed them.

Pollygars, are those whose business it is to watch and preserve the towns and villages from thieves and robbers.

Rozeenedars, are those who have daily allowances made them by way of charity.

No. III.

GRANT *from the* Nabob of Arcot *for the* Company's Jaghire, *dated 28th, and received the 30th August*, 1765.

In consideration of the greatness of the friendship subsisting between the Company and me, their kind treatment of me, and the particular regard I bear to you, inclosed I have A.D. 1765 Mahomed Ali.

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A.D. 1765
Mahomed Ali.

have sent, under my great seal, a Sunnud for the several places that form the Company's Jaghire, in which the former and the present grant are included. I have inserted the word *entire* or *without any exception*, also; though I must own, at the same time, that I see no kind of occasion for the expression, and that by making use of it has been merely out of regard to our friendship:—What can I say more?

Be it known to the Deesmokees, Deespondees, principal inhabitants and husbandmen of the Tripasore, &c. Purgunnahs, belonging to the Carnatic Payen Gaut, and dependent upon the Subah of Mahomed-poor, alias Arcot, that I have appointed and made over to the English East-India Company (who have taken great pains and labour in my affairs, are my true friends, and will ever remain firm and steady in alliance with, and in supporting myself and sons) the aforesaid Purgunnahs, &c. as here-under expressed, by way of Jaghire, the revenues of which, as entered in the Mogul's books, amount to four lacks four hundred and ninety-four Pagodas, four Annas and a quarter (4,00,494 4¼) and Chucrams six thousand and thirty-three (6,033). You, the said Deesmokees, &c. must therefore take care to live in due obedience to the said Company, and to pay them the proper revenues, at the fixed and stated times, as according to their report, whether in your praise or dispraise, will be our favour or displeasure upon you. Look upon this as an order, and comply accordingly.

Computed Revenues, as put down in the Mogul's Books.

	Pagodas	Annas.	Chucrams.	No. of districts.	No. of villages.
Madras, customs included, - - - - -	1,200	0	—	1	1
St. Thomé's district, customs included, -	6,346	15	—	1	7
Poonamalee district, customs included, -	34,840	0½	—	1	231
Trevendapoor, &c. - - - - - -	—		26,250	1	28

N.B. The revenues of these four within the circumflex, amounting to Pagodas 42,386 15½, Chucrams 26,250, are mentioned not to be included in the sum of Pagodas 4,00,494 4¼ and Chucrams 6,003, specified in the Sunnud, these being in a prior grant.

Computed

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A.D. 1765
Mahomed Ali.

Computed Revenues, as put down in the Mogul's Books.

	Pagodas	Annas.	Chucrams	Ans.	No. of Mehals or districts.	No. of Villages.
Tripasore entire, customs included, - -	37,177	4	—		1	211
The villages of Cotumbauc, &c. belonging to the seven Magans, entire, - - -	17,450	2	—		1	99
Poneer district entire, customs included, -	20,351	0	—		1	150
Chiccuteota district entire, customs included,	4,050	0	—		1	3
Peddappollum district entire, customs included,	12,414	12	—		1	80
Perrumbauc district entire, - - - -	6,207	9	—		1	32
Munemungulum district entire, customs included	19,000	0	—		1	81
Ootremaloor district, customs included, -	20,985	13	—		1	62
Saliwauc district entire, customs included, -	19,229	11	—		1	71
Seeva, or great Conjeveram, ditto - -	19,414	6	—		1	99
Bishun, or little Conjeveram, ditto - -	25,195	12	—		1	133
Cavantandelum district entire - - -	18,585	2½	—		1	74
Chingleput district entire, customs included,	1,00,446	10	—		1	362½
Siaudut Bunder, alias Covelong, district entire, customs included, - - - -	17,512	9½	—		1	54
Carongoly ditto, all on this side the river Mercawn entire, customs included, - -	62,257	7¼	—		1	387½
Chinnamanaikpollum village, belonging to the Trivedy Purgunnah, entire - -	—		1,072	8	1	1
Nuddeput village, belonging to the Vencatompente Purgunnah entire - - -	—		927	8	1	1
Curremundel, &c. villages, belonging to the Pullicat, entire - - - - -	216	2	—		1	4
Chittamoor, &c. villages, belonging to the Tundewullum Purgunnah, all that arise on that side the river Mercawn, entire - -	—		744	8	1	12
Husoor, &c. villages, belonging to the Purgunnah of the same name, all that are on this side the river Mercawn, entire, customs included, -	—		3,288	8	1	15
Total amount of the present grants, and those of the 16th of October, 1763 - - -	4,00,494	4½	6,033	0	20	1934
Ditto of the old grants, mentioned in the first part - - - - - - - - -	42,386	15½	26,250	0	4	267
Grand Total - -	4,42,881	3½	32,283	0	24	2201

Subdivision

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Subdivision thereof.

A.D. 1765

Mahomed Ali.

	Pagodas	Ann.	Chuc.	Dis.	Vills.
By the present grants now - - - - -	34,430	4¼	4,033	—	175
By those of the 16th of October, 1763 -	3,66,064	0	2,000	20	1,759
By the old grants - - - - - -	42,386	15½	26,250	4	267
Pagodas -	4,42,881	3¾	32,283	24	2,201

Dated the 21st of the moon Rabbi-ul-Sauni, in the year of the Higera 1177, equivalent to the 29th October, 1763.

Forms on the Back of the Sunnud.

The Serishtadar's letter to the Nabob, informing him of the Sunnud's having been made out for the English East-India Company, the 16th of October 1763, to the amount of Pagodas 3,66,064 and Chucrams 2,000. Out of the several countries from which that sum arose, there were many villages, to the value of Pagodas 34,430 4¼ and Chucrams 4,033 (as entered in the Mogul's books) excepted; he requests, therefore, the Nabob's orders, whether a new Sunnud for the whole (which he particularizes in the same manner as it is in the Sunnud) should be made out or not? To which the Nabob is said to answer, in his own hand-writing: "In consideration of the true friendship of the English East-India "Company, and their remaining always in alliance with me, let a Sunnud for the whole "Jaghire, without any exception, be made out."

Registered in the Dewan's office, the 21st of the moon Rabbi-ul-Sauni, in the year of the Higera 1177, equal to the 29th of October, 1763.

N. B. This is twice mentioned.

Registered in the Nabob's own office the same day.

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No. IV.

Firmaun *from the* Mogul *for the* Northern Sircars, 1765.

A.D. 1765
The Mogul.

In these happy times, our Firmaun, full of splendor and worthy of obedience, is descended, purporting, that whereas Salabat Jung Behauder, Subahdar of the Decan, conferred the Sircar of Siccacole, &c. on the French Company, and that in consequence of its not being confirmed by us, either by Firmaun or otherwise, the high, mighty, glorious chiefs of the Khans, chosen of the Omrahs, Seapoy Sirdars, truly faithful, worthy of receiving favors and obligations, our invariable and never-failing friends and well-wishers, the English Company (having sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the above high, mighty, &c. &c. English Company, have, from our throne, the basis of the world, given them the afore-mentioned Sircars, by way of Iniam or free gift (without the least participation of any person whatever in the same), from the beginning of the Fussul of Tuccaucooul, in the year of Phasely 1172, equal to the month of April, 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Muttasseddees, for the affairs of our Dewanship, Mootecophils, for those of our kingdom, Jaghiredars and Karorees, both now and hereafter, for ever and ever, to use your endeavours in the strenghtening and carrying into execution this our most high command, and to cede and give up to the above-mentioned English Company, their heirs and descendants, for ever and ever, the aforesaid Sircars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever, either molest or trouble them, on account of the Dewan's office, or those of our Imperial court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year
of our reign, equal to the 12th of August, 1765.

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Forms made use of on the Back of the Firmaun.

A.D. 1765
The Mogul.

From the secretary, setting forth, that his Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabat Jung Behauder, Subahdar of the Decan, conferred the Sircar of Siccacole, &c. on the French Company, and that, in consequence of its not being confirmed by his Majesty, either by Firmaun or otherwise, the high, mighty, &c. &c. English (having sent a large force for that purpose) did expel the said French therefrom; his Majesty, therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Sircars, by way of Iniam, or free gift.

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Behauder, telling him to comply with the contents of this Firmaun; the other directing, that the English Company be under his son's command, or in his Ressaula.

The whole attested, under Kazzi Inauyet Khan's seal, to be a true copy from the original.

No. V.

FIRMAUN *from the* Mogul, *being a Confirmation of the* Nabob's *Grants to the Company in the* Carnatic, 1765.

A.D. 1765
The Mogul.

In these happy times, our Firmaun, full of splendor and worthy of obedience in all, is descended, purporting, that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowla Mahomed Ally Khan, from the Sircar of the Carnatic, in the parts above Madras, &c. to the high, mighty, &c. &c.* English Company: We, in consideration

* The same titles as those mentioned in the Firmaun for the Northern Sircars.

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consideration of their great pains and services, have, from our throne, the basis of the world, *conferred upon* or *confirmed* to them, by way of Iniam or free gift, without allowing any person whatever any part or share therein; You, therefore, our sons, Omrahs, Viziers, Governors, Muttasseddees, for the affairs of the Dewanship, Mootecophils for those of our kingdom, Jaghiredars and Karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Sircar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the Dewan's office, or those of our Imperial court. A.D. 1765 The Mogul.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the 6th year of our reign, equal to the 12th of August, 1765.

The forms made use of, on the back of this Firmaun, correspond almost entirely with those on the back of that for the Northern Sircars. The Kazzi's attestation is also in the same manner.

No. VI.

TREATY *with the* Nizam, 1766.

A TREATY *of perpetual Honour, Favour, Alliance, and Attachment, between the Great* Nabob, *high in Station, famous as the Sun,* Nabob Ausuph Jau Nizam-ul-Mulck Nizam ud-Dowla Meer Nizam Ally Khan Behauder Phuttah Jung Seapoy Sirdar, *and the Honorable* English East-India Company: *Signed, sealed, and ratified, on the one Part, by His Highness the said* Nabob; *and on the other, by* John Caillaud, *Esq. Brigadier General, invested with full Powers, on behalf of the said* Company. *Done at* Hydrabad, *the 9th of the moon* Gemace-dussuny, *in the Year of* Higera *the* 1180, *equal to the 12th of* November, 1766. A.D. 1766 The Nizam.

ARTICLE

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A.D. 1766
The Nizam.

ARTICLE I.

The two contracting parties do, by virtue of this Treaty of honour, favour, alliance, and friendship, solemnly engage a mutual assistance, to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other.

ARTICLE II.

The Honorable English East-India Company, in return for the gracious favours received from his Highness, consisting of Sunnuds for the five Sircars of Ellour, Siccacole, Rajahmundry, Mustephanagur and Murtezanagur, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage, to have a body of their troops, ready to settle the affairs of his Highness's government, in every thing that is right and proper, whenever required; provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic, be the least endangered: in case of the falling out of which circumstances (which God forbid) they do promise and engage, to give the most timely notice thereof to his Highness in their power.

ARTICLE III.

The Honorable English East-India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to his Highness, as a consideration for the free gift of the above-mentioned five Sircars, for ever and ever, the following sums, by Kists, as specified in the eighth article of this Treaty, viz. For the three Sircars of Rajahmundry, Ellour, and Mustephanagur, five lacks of Rupees; and for those of Siccacole and Murtezanagur, as soon as they are in their hands, and the settling the same is well effected, two lacks each; in all, nine lacks of Rupees per annum.

ARTICLE IV.

The reduction of the Siccacole Sircar, by the blessing of God, the Company will effect as soon as possible; but that of Murtezanagur, in consideration of his Highness having, by former Agreements, given it to his brother, Bazalet Jung, as a Jaghire, the Honorable English East-India Company do promise and engage not to take possession of, until it be his Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following article.

ARTICLE V.

As the Sircar of Murtezanagur borders on that of Nizampatam, and the country of the Carnatic, which by virtue of the former and present Treaties and alliances of the aforesaid Company, are bound to maintain and protect in all its extent, therefore in case the said Bazalet Jung, his agents or dependents, should cause any disturbances, to the prejudice

prejudice thereof, it is hereby agreed on by both parties, that the aforesaid Company shall then have it in their power to take immediate possession of that Sircar.

ARTICLE VI.

As, by the tenour of the second article of this Treaty, the aforesaid Company have engaged to furnish a body of troops, to be ready to march to the assistance of his Highness, it is agreed on by both parties, that the expenses thereof shall be paid in the following manner, to wit: if the expense of the number of troops his Highness may require should fall short of the sum of the five lacks of Rupees, mentioned to be paid for the three Sircars of Rajahmundry, Ellour, and Mustephanagur, the Company will account to his Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Sircars of Siccacole and Murtezanagur, when settled.

ARTICLE VII.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence his Highness has upon them, his said Highness, out of his great favour, does hereby entirely acquit the above-mentioned Sircars of all arrears and demands, down to the present date of these writings.

ARTICLE VIII.

In case the assistance of the Honorable Company's troops is not required, the annual stipulated sum, expressed in the third article of this Treaty, the aforesaid Company do engage to pay, in three Kists, after the following manner, and to give Soucar security for the same, *viz.* the first payment, the 31st of March; the second, the 30th of June; and the third, the 31st of October.

ARTICLE IX.

Whenever his Highness goes into winter-quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE X.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves, not to reveal any such designs, as they may communicate to each other, until every thing on both sides is ready for execution.

ARTICLE

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A.D. 1766
The Nizam.

ARTICLE XI.

The Honorable English East-India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon his Highness's government, do hereby agree, that the same shall remain in his possession now also.

ARTICLE XII.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents, that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which, the aforesaid Company do hereby agree and consent, likewise, that there be a Killedar therein, on the part of his Highness, and that the usual Jaghire, annexed to the Killedary, shall be ceded to him.

ARTICLE XIII.

In virtue of this Treaty of mutual favour, alliance, and friendship, between the two contracting parties, his Highness promises and engages, to assist the aforesaid Company with his troops, when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second article of this Treaty, whenever the same shall become necessary.

ARTICLE XIV.

In virtue of the above Treaty of favour, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all, and every one of the above-mentioned articles, that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Decan government, and the business of the Company, may encrease every day, in honour, riches, and happiness, from generation to generation.

In confirmation of which, his Highness, on the one part, and John Caillaud, Esq. Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hydrabad, the 9th of the moon Gemacedussuny, in the year of the Higera 1180, equal to the 12th of November 1766.

TRANSLATION

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TRANSLATION *of a* **SUNNUD**, *under the Seal of* Nizam Ally Khan, *for the five* Sircars.

Be it known to the Deesmokees, Deespondees, Muccuddems, husbandmen, and inhabitants of the Sircars of Rajahmundry, Ellour, Mustephanagur, Siccacole, and Murtezanagur, belonging to the Subahship of Hydrabad, that out of our great favour and goodness, from the 9th of the moon Gemace-dussuny, in the year of Phaesley 1176, equal to the 12th of November, 1766, the whole of the said Sircars (the Jaghire of the Mustephanagur, alias Condapillee fort, and the usual villages appertaining to the diamond mines excepted) are now given to, and conferred upon the European English Company, by way of Iniam, or free gift, for ever and ever, agreeable to their petition, signed by us; in return for which, they, the English Company, are to pay the annual sum of nine lacks of Rupees, and to stand to all Sebbendy charges, and whatever earthly or heavenly mischances may happen: You, therefore, our above-mentioned Deesmokees, &c. are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times. A.D. 1766 The Nizam.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Higera 1180, equal to the 12th of November, 1766.

TRANSLATION *of a* **DISCHARGE**, *under the Seal of* Nizam Ally Khan, *to* Omdet-ul-Mulck Serajah Dowlah Anneverdeen Khan Behauder Moonsoor Jung, Fougedar *of the* Carnatic Payen Gaut, *from the Borders of the* Palnaud Country *to the further Extremity of those of the* Malavar Country, *and to the Sons and Heirs of the said* Omdet-ul-Mulck Behauder.

In consideration of the fidelity and attachment the said Omdet-ul-Mulck Behauder has promised and engaged to my court, by the means of General Caillaud, and in return for

A.D. 1766
The Nizam.

for the sum of five lacks of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ul-Mulck, his sons and heirs, for the whole of the above-mentioned countries, as well the past, present, as the future also.

TRANSLATION *of the* PETITION *supposed to be presented by* Omdet-ul-Mulck Behauder's Vackeel.

In consequence of the fidelity and attachment Omdet-ul-Mulck Behauder has promised and engaged to your Highness's court, by the means of General Caillaud, I beg leave to hope, that in return for the sum of five lacks of Rupees, a discharge for the past, present, and future, may be given to him (the said Omdet-ul-Mulck Behauder) his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Higera 1180, equal to the 12th of November, 1766.

TRANSLATION *of an* OBLIGATION *given to His Highness* Nizam Ally, *by* General Caillaud, *on the Part of the* Nabob Serajah Dowla.

Whereas evil minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into his Highness's mind, regarding Omdet-ul-Mulck Serajah Dowla Anneverdeen Cawn Behauder; in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in the strongest manner, the alliance, attachment, and fidelity, between his Highness the said Omdet-ul-Mulck Behauder and the English Company, I, John Caillaud, Esq., Brigadier General, do hereby promise and engage, on the part of the said Omdet-ul-Mulck Behauder, that he will do nothing prejudicial to the interests of his Highness, or contrary to the friendship and alliance, by the means of the said Company, now happily established between them: for

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for the true and just performance of which, the aforesaid Company do hereby become securities. A.D. 1766 The Nizam.

Given at Hydrabad, the 11th of the moon Gemace-dussuny, in the year of the Higera 1180, equal to the 14th of November, 1766.

TRANSLATION *of an* OBLIGATION *given to His Highness* Nizam Ally, *by* General Caillaud, *on the Part of the* Nabob Serajah Dowla.

I, John Caillaud, Esq., Brigadier General, do hereby promise and engage, on the part of Omdet-ul-Mulck Serajah Dowla Behauder, that agreeable to the terms which his Highness has done for him, he, the said Omdet-ul-Mulck Behauder, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of his said Highness, the sum of five lacks of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hydrabad, the 11th of the moon Gemace-dussuny, in the year of the Higera 1180, equal to the 14th of November, 1766.

No. VII.

TREATY *of perpetual Friendship and Alliance with the* Nabob of the Carnatic *and the* Soubah of the Decan, 1768.

A TREATY *of perpetual Friendship and Alliance, made and concluded at* Fort St. George, *between the Honorable* United Company of Merchants of England trading to the East-Indies, *in Conjunction with the* Nabob Wolau Jau Omdet-ul-Mulck Ummeer-ul-Hind Serajah Dowla Anneverdeen Khan Behauder Monsoor Jung Sippa Sardar *of the* Carnatic Payen Gaut, *on the one Part, and the* Great Nabob, *high in Station,* Ausuph Jau A.D. 1768 Nizam Ali & Nabob Mahomed Ali.

Nizam-

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A.D. 1768

Nizam Ali & Nabob Mahomed Ali.

Nizam-ul-Mulck Meer Nizam Ally Khan Behauder Phuttah Jung Sippa Sardar, Soubah *of the* Decan, *on the other Part*; *by the Honorable* Charles Bourchier, *Esq. President and Governor of* Fort St. George, *and the Council thereof, on Behalf of the said* English East-India Company; *the* Nabob Wolou Jau Omdet-ul-Mulck, *on behalf of himself, as* Nabob *of the* Carnatic; *and the* Nabob Reoun-ud-Dowlah Dewan, *invested with full Powers, on Behalf of the said* Nabob Ausuph Jau Nizam-ul-Mulck *his Heirs and Successors, as* Soubah *of the* Decan. *Done on the 23d day of* February, *in the year* 1768 *of the Christian æra, and on the 4th of the moon* Shevaul, *in the year of the* Higera 1181.

Whereas on the 12th of November, in the year of the Christian æra 1766, or on the 9th of the moon Gemace-dussuny, in the year of the Higera 1180, a Treaty was concluded at Hydrabad, by and between General John Caillaud, invested with full powers, on behalf of the English East-India Company, and the Nabob Ausuph Jau Nizam-ul-Mulck, &c. on behalf of himself, as Soubah of the Decan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world, that the before-mentioned Nabob Ausuph Jau, and the English Company, with the Nabob Wolau Jau, have entered into another Treaty of the strictest friendship and alliance, on the following conditions:

ARTICLE I.

The exalted and illustrious Emperor of Indostan, Shah Allum Padtcha, having out of his gracious favour, and in consideration of the attachment and services of the English East-India Company, given and granted to them, for ever, by way of Iniam, or free gift, the five Sircars of Mustephanagur, Rajahmundry, Siccacole, Murtezanagur, or Condavir, by his royal Firmaund, dated the 12th of August, 1765, or on the 24th of the moon Suphier, in the 6th year of his reign; and the Nabob Ausuph Jau Nizam-ul-Mulck, as Soubah of the Decan, having by the second and third articles of the afore-mentioned Treaty, ceded and surrendered by Sunnuds, under his hand and seal, to the English East-India Company, for ever, the afore-mentioned five Sircars, it is now farther acknowledged and agreed, by the said Ausuph Jau Nizam-ul-Mulck, Soubah of the Decan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Sircars, on the terms hereafter mentioned.

ARTICLE

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ARTICLE II.

By the afore-mentioned Treaty of Hydrabad it was stipulated, that the Nabob Ausuph Jau, having given the Sircar of Murtezanagur, as a Jaghire, to his brother, the Nabob Ummeer-ul-Omrah Soujah-ul-Mulk Behauder Bazalet Jung, the Company should not take possession of the said Sircar till after the death of Bazalet Jung, or till he broke the friendship with the said Company, by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Sircar, from the late conduct of Bazalet Jung, yet in consideration of their friendship for Ausuph Jau and his family, and that they may not distress his affairs, by obliging him to provide his brother, Bazalet Jung, with another Jaghire, the Company do agree and consent, that Bazalet Jung still hold the Sircar of Murtezanagur, on the aforesaid conditions, or till it be the pleasure of Ausuph Jau that the Company should take possession thereof; provided that the said Bazalet Jung returns immediately to his own country of Adony, and neither keeps with, nor receives from Hyder Naigue any Vackeel or correspondence, but lives in peace and harmony with the English Company and the Nabob Wolau Jau, and gives no protection or assistance whatever to the said Naigue, or any of his people, nor any other enemies of the Company, or the Nabob Wolau Jau: but if this article shall, at any time, be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of, and keep the Sircar of Murtezanagur, in the same manner as the other fonr, and the Nabob Ausuph Jau engages to assist them therein with his troops, if necessary.

ARTICLE III.

The fort of Condapillee, with its Jaghire, shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding any thing to the contrary stipulated in the twelfth article of the Treaty of Hydrabad.

ARTICLE IV.

Narraindoo, one of the Zemindars of the Sircar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nabob Ausuph Jau's orders) to pay his rents, or obedience to the Company, the Nabob Ausuph Jau agrees, on the signing and exchange of the present Treaty, to write letters, not only to Narraindoo, but to all the Zemindars in the Sircars of Ellour, Mustephanagur, Rajahmundry, and Siccacole, acquainting them, that they are, in future, to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nabob Ausuph Jau further agrees, that he will not, in future, encourage or protect, in raising

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troubles or disobedience, any Zemindars, renters, or servants of the English Company, or the Nabob Wolau Jau, who on their parts engage the same to his Highness Ausuph Jau.

ARTICLE V.

It has been the constant desire and endeavour of the English Company, and the Nabob Wolau Jau, to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Decan: they still desire to do the same; and though the operations of war have lately obliged the Company to send their troops towards Hydrabad, and to take possession of the Sircars of Commamet and Worangole, yet, as a proof of their friendship for the Nabob Ausuph Jau, &c. Soubah of the Decan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Sircars, so soon as the Soubah, with his army, has crossed the Kistnah, leaving the fort of Commamet to the Soubah's deputy. And, as a farther proof of the Company's sincere desire to preserve a friendship with the Soubah of the Decan, they agree to bury in oblivion what is past, and to pay him annually, for the space of six years, to be computed from the 1st of January, 1768, or the 10th of the moon Shibaun, in the year of the Higera 1181, the sum of two lacks of Arcot Rupees, at Madras or Mazulipatam, that is to say, one lack on the 31st of March, and also one lack on the 31st of October, or two lacks every year, and one lack more at each of these periods, whenever the Sircar of Condavir is put into the Company's possession. The Company moreover promise, that if they peaceably possess the Sircars, during the aforesaid term of six years, and the Soubah gives them no trouble, they will pay annually, from the 1st of January, 1774, the sum of five lacks, in two equal payments, as before expressed, or of seven lacks, if Condavir be then in their possession; but in case the Soubah, or the Morattas by his instigation, should invade the Sircars or Carnatic, or they, or any other power, should conquer the Sircars from the English Company, the payment of the said sums shall be suspended till peace, and the Sircars are restored to the Company.

ARTICLE VI.

It was stipulated in the former Treaty made at Hydrabad, that the Company and the Soubah should mutually assist each other with their troops, when required, and their own affairs would permit; but it being apprehended, at present, that such an agreement may subject both parties to difficulties, and that misunderstandings may arise on that account, it is now agreed only, that a mutual peace, confidence, and friendship, shall subsist, for ever, between the English Company, his Highness Ausuph Jau, and the Nabob Wolau Jau; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries, under the government of either

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either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company, and the Nabob Wolau Jau, willing, however, to shew their voluntary attachment to the Soubah, will always be ready to send two battalions of Seapoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them, and the situation of their affairs will allow of such a body of troops to march into the Decan, provided the Soubah pays the expence, during the time that the said troops are employed in his service.

ARTICLE VII.

The exalted and illustrious Emperor, Shaw Allum, having been pleased, out of his great favour and high esteem for the Nabob Wolau Jau, to give and to grant to him, and his eldest son, Meyen-ul-Mulck Omdet-ul-Omrah, and their heirs, for ever, the government of the Carnatic Payen Gaut, and the countries dependent thereon, by his royal Firmaund, bearing date the 26th of August, 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nabob Ausuph Jau Nizam-ul-Mulck, &c. having also, out of his affection and regard for the said Nabob Wolau Jau, released him, his son, Meyen-ul-Mulck, &c. and their heirs in succession, for ever, from all dependence on the Decan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November, 1766; in consideration of the said Nabob Wolau Jau having paid the Soubah five lacks of Rupees, it is now agreed and acknowledged, by the said Ausuph Jau Nizam-ul-Mulck, that the said Nabob Wolau Jau, and after him his son, Meyen-ul-Mulck, and their heirs in succession, shall enjoy, for ever, as an Ultumgau, or free gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nabob Ausuph Jau promising and engaging, not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut, or in the Sircars before and now ceded to the English Company, except the said Nabob Wolau Jau, or the said English Company, by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nabob Wolau Jau, engage likewise not to hold or maintain any correspondence with any person or persons in the Decan, except the Nabob Ausuph Jau, his Dewan, and the securities, whose names are hereunto subscribed.

ARTICLE VIII.

The Nabob Ausuph Jau, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nabob Wolau Jau, and his eldest son, Meyen-ul-Mulck Omdet-ul-Omrah, several Sunnuds, *viz.*

An Ultumgau Sunnud for the whole of the Carnatic.

An

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An Ultumgau Sunnud for the whole of the Purgunnah of Imungundela, with the Gudda of Ghunpoora.

An Ultumgau Sunnud for the whole of the villages of Cathasera, &c.

An Ultumgau Sunnud for the Killedary of the fort of Colaur.

An Ultumgau Sunnud for the whole of the district of Sonedaupe; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future, on account of the Carnatic, &c.

It is hereby agreed, that all and every one of these Sunnuds shall be regarded equally binding with any other article of the Treaty; and be as duly observed by the Nabob Ausuph Jau, as if entered here at full length.

ARTICLE IX.

Hyder Naigue having, for some years past, usurped the government of the Monsore country, and given great disturbances to his neighbours, by attacking and taking from many of them their possession, and having also lately invaded, and laid waste with fire and sword, the possessions of the English Company and the Nabob Wolau Jau, in the Carnatic, it is certainly necessary for their peace, and for the general benefit of all the neighbouring powers, that the said Naigue should be punished and reduced, so that he may not hereafter have the power to give any person farther trouble: to this end, the Nabob Ausuph Jau hereby declares and makes known to all the world, that he regards the said Naigue as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions, conferred by himself, or any other Soubah of the Decan, because the said Naigue has deceived the Nabob Ausuph Jau, broken his agreement, and rendered himself unworthy of all farther countenance and favors.

ARTICLE X.

That the English Company may hereafter carry on their trade peaceably on this Coast of Coromandel, and also on the Coast of Malabar, and that they, with the Nabob Wolau Jau, may hold the Carnatic, and their other possessions, in peace, it appears necessary, that the countries of Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, now or lately possessed by Hyder Naigue, should be under the management and protection of those who will do justice, and pay obedience to the high commands from Court: it is therefore agreed by the Nabob Ausuph Jau, that he shall relinquish to the English Company, all his right to the Dewanny of the said Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, and that the Company shall present an Arzee, or petition, to the royal Presence, to obtain from the Emperor Shaw Allum a Firmaund, confirming and approving their right thereto. But that the Nabob Ausuph Jau, as Soubah of the Decan, may

may not lose his dignity, or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lacks of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Ausuph Jau, Soubah of the Decan, assists the said Company and the Nabob Wolau Jau, in punishing Hyder Naigue, and neither receives from, or sends either Vackeels or letters to him. A.D. 1768 Nizam Ali & Nabob Mahomed Ali.

ARTICLE XI.

As the English Company do not intend to deprive the Morattas of their Choute, any more than the Soubah of his Piscash which used to be paid from the Carnatic Balagaute, belonging to the Soubahdarry of Viziapour, now or lately possessed by Hyder Naigue, it is hereby agreed, and the Company willingly promise to pay the Morattas, regularly and annually, without trouble, for the whole Choute, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan; provided, however, that the Morattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nabob Ausuph Jau promises to use his best endeavours, jointly with the English and the Nabob Wolau Jau, to settle with the Morattas, concerning the Choute of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter, on that account, between any of the contracting parties, or the Morattas.

ARTICLE XII.

All the foregoing articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them: and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nabob Wolau Jau will endeavour, on all occasions, to shew their friendship and attachment to the Nabob Ausuph Jau Nizam-ul-Mulck, as Soubah of the Decan, and look on the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above articles, and every part of the aforegoing Treaty, we, whose names are under-written, have interchangeably subscribed to, and sealed three instruments, of the same tenour and date, *viz.* The President and Council of Fort St. George, on the behalf of the English East-India Company, at that place, this 26th day of February, in the year of the Christian æra 1768; the Nabob Ausuph Jau, Soubah of the Decan, at his camp, near Pillere, on the 22d day of the moon Shevaul, in the year

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year of the Higera 1181; and the Nabob Wolau Jau, for himself, at Fort St. George, the 7th day of the moon Shevaul, in the 1181st year of the Higera.

The Company's Seal.

(*Signed*) CHARLES BOURCHIER,
SAMUEL ARDLEY,
JOHN CALL,
GEORGE STRATTON,
GEORGE DAWSON,
JAMES BOURCHIER,
GEORGE MACKEY.

N. B. The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East-India Company; the great Nabob, high in station, Ausuph Jau, Soubah of the Decan; and the Nabob Wolau Jau, Soubah of Mahomedpoor; having duly considered, and voluntarily entered into the above articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company, and the Nabob Wolab Jau, the due and just observance of the above Treaty, on the part of the Nabob Ausuph Jau.

I take God to witness, that of my own free will I am security.

The Seal of Ruccun ud Dowla.

I swear by Vencatash and Bail Behauder, that of my own free will and consent I am security.

The Seal of Rum Chunder Rauze.

I swear

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I swear by Sactasha and Bail Behauder, that I am truly and sincerely security.

The Seal of Beer Behauder.

I swear by Vencatash and Bail Behauder, that of my own free will and consent, I, Dundaveram, Vackeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow.

The Seal of Dundaveram.

N. B. The foregoing guarantee agreement was signed and executed, by the guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nabob; and to the part delivered to Nizam Ally Khan, the following guarantee or agreement was fixed, *viz.*

The above contracting parties, to wit, the great Nabob, high in station, Ausuph Jau, Soubah of the Decan; the Nabob Wolau Jau, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East-India Company; having duly considered, and voluntarily entered into the above articles, which the said President and Council, on behalf of the said English East-India Company, have signed and sealed in my presence, I, the said Nabob Wolau Jau, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nabob Ausuph Jau, the due and just observance of the above Treaty, on the part of the said English East-India Company.

The Nabob's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East-India Company, do solemnly promise and engage, under our hands, that we

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will guarantee to the said Nabob Ausuph Jau, the due and just observance of the above Treaty, on the part of the said Nabob Wolau Jau.

(*Signed*) CHARLES BOUCHIER,
SAMUEL ARDLEY,
JOHN CALL,
GEORGE STRATTON,
GEORGE DAWSON,
JAMES BOURCHIER,
GEORGE MACKAY.

TRANSLATION *of a* SUNNUD, *under the* Soubah's *Seal, dated the 22d of the Moon* Shevaul, Higera 1181, *equal to the 12th of March*, 1768.

Be it known to the Deesmokees, Deespondees, Muccuddems, husbandmen, &c. inhabitants of the Rajahmundry, Ellour, Mustephanagur, Murtezanagur, and Siccacole Sircars, belonging to the Soubahship of Foakund, Booneaud, Hydrabad, that, agreeable to the Firmaund of Shaw Allum, Padshaw Gauze, to the English East-India Company, and my regard and friendship to them (the said English East-India Company), I have again conferred upon them, by way of Iniam, for ever and ever, all and several of the above Sircars, whole and entire, together with the fort and Jaghire of Condapillee, in consequence of a treaty of friendship and alliance, which has lately been concluded between me, the said Company, and Ummeer-ul-Hinde Wolau Jau Behauder, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ul-Hinde Wolau Jau Behauder, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Higera 1181, equal to the 26th of February, 1768; and by me, now in the encampment of my victorious army, near Pillere, this 22d day of the moon Shevaul, Higera 1181: you, therefore, the whole of the said Deesmokees, Deespondees, Muccuddems, &c. look upon the said English East-India Company as your masters, and be, in every respect, obedient to them, exerting yourselves in the payment, to them, of the proper revenues of the said Sircars, at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly. Dated as above.

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On the back of the Sunnud are the attestations of the Mutesuddees of the offices of Huzoor, Mustouphy, and Dewan, and copies thereof have been registered in their books. A.D. 1768 Nizam Ali & Nabob Mahomed Ali.

Translation *of a* **Sunnud,** *under the* Soubah's *Seal, dated the* 22d *of the Moon* Shevaul, Higera 1181, *equal to the* 12th *of March,* 1768.

In these times, the Dewanny of the Carnatic Balagaut country, belonging to the Soubahship of Daurel, Zuphur Viziapoor, before or now possessed by Hyder Naigue, with the whole of my right and title thereto, has been conferred upon the English East-India Company, they, the said English East-India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lacks of Rupees, Nuzzur or Pishcash; you, therefore, the Zemindars, both high and low, of the said Carnatic Balagaut country, belonging to the said Soubahship, live in due obedience to the said Company, paying them the proper revenues thereof, at the fixed and stated times. And whereas Hyder Naigue is a rebel and usurper, I have therefore deprived him of all his honours and dignities; you are by no means, therefore, to pay any attention to his deputies or Vackeels, but are to stop all correspondence, either with him or them.

Look upon this as a positive and strict order. Dated as above.

On the back of the Sunnud the petition from the Mutesuddees, supposed to be presented, is inserted; and the Mutesuddees of the several offices of Huzoor, Dewan, and Mustouphy, have attested that copies thereof have been registered in their books.

Translation *of a* Sunnud, *under the* Soubah's *Seal, dated the* 21st *of the Moon* Shevaul, Higera 1181, *equal to the* 11th *of March* 1768.

In these times, agreeable to the high Firmaund of Shah Allum, Padshaw Gauze, the Dewanny Rockshigurry, and Meer Autushy, of the Carnatic Payen Gaut and Balagaut countries, from the banks of the river Kistna, towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, Jaghiredars, Zemindars, Pollygars, Killedars, Insamdars, Rozeenedars, &c. belonging thereunto,

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unto, have been conferred, by way of Iniam Ultumgau, whole and entire, without the participation of any one, upon Omdet-ul-Omrah Meyen-ul-Mulck Assed-ul-Dowla Hussein Ally Khan Behauder Zoolphcaur Jung; you, therefore, our sons, brothers, officers, and Mutesuddees, of the Nizamship of the Decan, and Mootecophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaund, and this Sunnud, exert yourselves in the strengthening of this business, for ever and ever, delivering up the said countries, from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, &c. give him no trouble or molestation whatever, either for the Soubahdarry or Fougdarry Pishcash, or any other charges or expences.

Look upon this as an order, and by no means act in any thing contrary to what is herein expressed, nor require a new Sunnud every year.

Translation *of a* Sunnud *under the* Soubah's *Seal, dated the 21st of the Moon* Shevaul, Higera 1181, *equal to the 11th March,* 1768.

Be it known to the Deesmokees, Deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the Soubahship of Viziapoor, that the said district, agreeable to what is desired in the Zimir, or back of the Sunnud, has been assigned over, as an Ultumgau, to Siphi-ul-Mulck Unwur-ud-Dowla Mahomed Unwur Khan Behauder Hussein Jung; you will, therefore, live in true and just obedience to the Amuldar of the said Siphi-ul-Mulck, and pay the proper revenues, at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

Translation *of the* Zimir, *containing a Petition, which is supposed to be presented by the* Mutesuddees, *and to have been signed by the* Soubah, *signifying his Consent thereto.*

The form of the petition runs thus: the Vackeel of Wolau Jau Ummeer-ul-Hinde begs that the district of Sundacoupe, whole and entire, may be conferred upon Siphi-ul-Mulck

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Mulck Unwur-ud-Dowla Mahomed Unwur Khan Behauder Hussein Jung, by way of Ultumgau, and that a Sunnud for the same may be made out, and signed by your Highness; respecting this, we wait your orders. A.D. 1768 Nizam Ali & Nabob Mahomed Ali.

The Sunnud for the Pergunnah of Imungundala (belonging to the Sircar of Chumpoora) to Hussein-ul-Mulck Hemaud-ud-Dowla Mahomed Abdulla Khan Behauder Heyabber Jung, runs the same as the former Sunnud, excepting the term *whole* being inserted therein; the date thereof is, likewise, the same as the other.

TRANSLATION *of a* SUNNUD, *under the Seal of the* Soubah, *dated the 21st of the Moon* Shevaul, Higera 1181, *equal to the 11th of March,* 1768.

Be it known to the Deesmokees, Deespondees, husbandmen, and inhabitants of the Pergunnah of Hewalee, Hydrabad, &c. Sircar of Mahomednegur, of the Soubahship of Hydrabad, that the village of Cutkasera, belonging to the above Pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over, by way of Ultumgau, to Ummer-ul-Hinde Wolau Jau, in order to defray the expenses of his father's tomb; you will, therefore, live in perfect and true obedience to the Amuldar of the said Wolau Jau, paying them the proper revenues, at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the Zimir, at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, &c. is mentioned.

TRANSLATION *of a* DISCHARGE, *under the* Soubah's *Seal, dated the 21st of the Moon* Shevaul, Higera 1181, *equal to the 11th of March,* 1768.

To the high in rank and station, our dear brother Wolau Jau Ummeer-ul-Hinde. From the time that your father Anneverdeen Khan Behauder, the martyr, held from the family of Ausuphea the Soubahship of the Carnatic, and the Siccacole, Rajahmundry, &c. Sircars (belonging to the Soubahship of Ferkunde, Booncaud, Hydrabad) to the time of his martyrdom, and from thence, during your time, till the present instant, and the date of

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to settle the particulars of the privileges of trade, and other matters relative to the sandal-wood and pepper, &c. articles of trade. And as there is now established between the contracting parties (the Company and the Nabob Hyder Ally Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nabob a Treaty to the same purport as this. Respecting the affairs of the said place, &c., and all the factories on that side, in the course of this war, it is hereby agreed and stipulated, that they shall be mutually forgiven, and no claim or demand, on any account, made for them hereafter.

ARTICLE IV.

The above Nabob engages, that all the Officers, Europeans, and Seapoys, belonging to the Presidency of Madras, shall immediately be released, on the arrival of a proper person at Bengulure to demand them; also all the Surdars, and people, belonging to the Carnatic Payen Gaut, who may have been taken in this war, shall likewise be released; the English Company engaging, on their side, to release the people belonging to the said Nabob, who may have been taken also in this war.

ARTICLE V.

The contracting parties mutually engage and agree, that the forts and places which may have been taken by either party from the other, in this war, shall be mutually restored; except the fort of Caroor, and its districts. And whereas the English Company have, in the forts of Colaur and Veneatigherry (exclusive of the former stores therein) many cannon-shot, powder, ball, and muskets, the Nabob Hyder Ally Khan engages, that the said Company shall have permission to bring away the same, without any let or molestation being given them therein; and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nabob.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenour and date, *viz.* The said President and Council, on behalf the English East-India Company, and the Carnatic Payen Gaut, in Fort St. George, this 3d day of April, in the year of the Christian era, 1769; and the said Nabob Hyder Ally Khan Behauder, at his camp at Madavaram, the 25th day of the moon Zeckyd, in the year of the Higera 1182.

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No. IX.

Translation *of a* **Paper,** *containing the Articles agreed to by the* **Rajah of Tanjour,** *dated the* 20*th of October,* 1771.

The two years' Pishcash, amounting to eight lacks of Rupees, I am to pay in ready money. A.D. 1771 The Rajah of Tanjour.

For the expences of the army, I am to pay thirty-two lacks and fifty thousand Rupees.

Whatever lands, money, and effects, I have taken from the Marawar or Nalcotey Zemindars, I will restore.

Whenever horse, Seapoys, Peons, &c. fighting people, are required, I am to send them, and they are not to return till they have leave from court; and the charge of Batta, &c. is not to be required of the Sircar.

Should the merchants and people belonging to the Company, in the Tanjour country, have been plundered of Paddy, I am to answer it.

I am to have nothing to do with the Marawar Nalcotey Tondiman, &c.; and if they are guilty of any improper act, their punishment is to be from the Sircar.

With the friends of the Sircar I am to be in friendship, and with its enemies in enmity; and I am not to give place or protection, in my country, to the enemies, and those lying under the displeasure of the Sircar.

If I have taken any thing from the run-away Pollygars of Warrior Pollam and Aleanoor, I am to restore it, and if they are in my country, I will deliver them to the Sircar's people.

I have given a separate Treaty of friendship.

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A.D. 1771
The Rajah of Tanjour.

If any Europeans, in the service of the Sircar and Company, have deserted and fled to me, I will deliver them up.

If the Company's trade in the whole Tanjour country shall be continued, I am to use their weavers well.

The fort of Vellum, to be given to me hereafter, it must be destroyed.

The districts of Ellungaur and Colady to be conferred on me.

I am to give up to the Sircar the villages of Tewanoor, &c.

I am to give up to the Sircar the Jaghire district of Arny.

TRANSLATION *of an* ENGAGEMENT, *under the Seal of* Rajah Tuljaujee, *dated the 25th of October*, 1771.

The firm engagement of Rajah Tuljaujee, Rajah of Tanjour, to the Sircar is, that whereas, in part of the stipulations in favour of the Sircar of the Nabob Wolau Jau, the sum of thirty-two lacks and fifty thousand Rupees is stipulated to be paid; in lieu of payment thereof in specie, I have appointed the Soubahship of Manewarum, and some districts of the Soubahship of Cumcurrum, the annual revenues of which may amount to sixteen lacks and twenty-five thousand Rupees, for the discharge of the same; and, accordingly, the same will be entirely discharged by two years' revenues of the said lands: and after the receipt of the said money by the Sircar, I shall take back again the said two Soubahships which belong to me.

TRANSLATION *of an* ENGAGEMENT, *under the Seal of* Rajah Tuljaujee, *dated the 26th October*, 1771.

The firm engagement and true acknowledgement of Rajah Tuljaujee, Rajah of Tanjour, to the Sircar of the Nabob Wolau Jau, are; that with the friends of the Sircar he will be in friendship, and with the enemies of the Sircar in enmity; that he will, on no account whatever, either secretly or openly, afford assistance or support, in any shape, to

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to the disturbers of the tranquillity of the Carnatic; that he will always join and be in friendship with the Sircar; that whenever his troops, horse, Seapoys, and Peons, shall be required, he will send them with his Surdar, and not demand their expenses from the servants of the Sircar; that he shall pay the stated Pishcash yearly, without deceit or delay, and that, in future, he shall not undertake any operations whatever. In testimony of which, I, the said Rajah, have given this engagement, under my hand and seal, swearing thereto by the faith of the religion I profess, that the same may appear as a Sunnud. A.D. 1771 The Rajah of Tanjour.

No. X.

Agreement *with the* Rajah of Tanjour, 1776.

Letter *from the* Rajah of Tanjour *to the* Governor of Fort St. George, *dated* 12*th April*, 1776.

The satisfaction I feel on occasion of such a friendship and extraordinary justice as the Company have displayed towards me is so great, that were I to begin to tell you what my mind conceives on the occasion, the subject would never have an end: had I a thousand tongues they could not express my gratitude. When I had an interview with your Lordship I opened to you the sentiments of my heart; but as mere verbal declarations, on this subject, are not sufficient, I have thought it proper to write you a letter. A.D. 1776 The Rajah of Tanjour.

I shall ever consider myself as nourished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me, contrary to their interests; nor will I ever set on foot any connection with other powers, without the Company's consent. This I have written, as means of increasing the friendship that is between us.

In the present condition of my country, the placing a garrison of English troops in the fort and city of Tanjour is exceedingly necessary; but besides this garrison, if the Company will allow some more troops also, for the protection of my whole country, this also will be highly proper. If, by the favour of heaven, this be put in execution, neither I, or any of my family, will need to fear that the calamities of war will fall upon this

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A.D. 1776 — The Rajah of Tanjour.

country again: and if the Company will only favour me thus far, I will, with pleasure, assign them out of my revenues the sum of four lacks of Pagodas per annum for their military expences. The mode of payment as follows: November, 20,000; December, 40,000; January, 40,000; February, 1,00,000; March, 1,00,000; April, 1,00,000.

For my body guard I shall keep a body of men, from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost disorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me, at a reasonable rate, all the grain of the present year, excepting what my country may be in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expences of my government, without running in debt.

Finally, as the fort of Devicotah has no country annexed to it, I beg the Company will take what they think proper, as a dependency thereon.

The country of Tanjour is the Company's; I have only to beg they will preserve my honour.

Sunnud *granted to the* East-India Company *by the* Rajah *of* Tanjour.

The Rajah's Seal.

In consideration of the services rendered to me by the Honorable English East-India Company, and in the hope of their future protection, I do hereby, agreeable to my promise, make over certain lands to them, as specified hereunder, in the Soubah or district of Munargoody, *viz.*

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The sea-port town of Nagore, with a small island belonging to it			1
1 Mahal Pergunnah of Keelor, consisting of eight Magans, viz.			
Magan of Wool	41	Villages	
Ditto of Chichly	62	ditto	
Ditto of Sumby Mahadewi	34	ditto	
Ditto of Palourchy	27	ditto	
Ditto of Muckly	27	ditto	
Ditto of Kellagurry	25	ditto	
Ditto of Tuvoor	31	ditto	
Ditto of Adimungulum	8	ditto	
			255
Pergunnah of Wollevellum			21
			277

Being altogether, including the town and sea-port of Nagore, two hundred and seventy-seven villages, or small towns, which I make over to the Company aforesaid as a Jaghire.

They will be pleased to acquiesce to the following conditions:

I. The Ryots shall enjoy their shares of cultivation, Enams, and other privileges, as heretofore has been usual.

II. Such Enams as have been granted for the use of Pagodas, or charity to Bramins, or maintaining Choultries and water Pandalls, shall be continued as formerly. Such spots of lands, contiguous to Pagodas or Bramin houses, which are known by the name of Brimh Wast-tow, and which have been rented for money, or in kind, or have been let out as Choutrums, shall be enjoyed by the present possessors, as usual. The charity allowances for the Rhut, or coach of the Pagoda, shall be continued.

III. No houses shall be built by the Sircar in villages, called Agne, where Bramins reside. No European shall be allowed to dwell near any Tanks or ponds belonging to Pagodas or Bramin villages.

IV. A number of Coolies and labourers, in proportion to the quantity of water wanted for the Company's lands, shall be sent from those districts, to dig and repair the water courses and banks of the rivers, in the Soubah of Munargoody. A just proportion shall be paid to the

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A.D. 1776 — The Rajah of Tanjour.

the Sircar from the Company's lands of the whole charges incurred in the Soubah of Munargoody, for repairing the Ancutta and making new water-courses.

V. If any Aumil, Ryot, or dependant of my Sircar, flies for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me.

VI. People shall be sent, as usual, to draw the Rhut, or coach of the Pagoda, at the times of procession.

VII. If I should, at any time, disagree with the French, Dutch, and others, settled in my country, and prohibit any grain from being carried to their settlements, the Company shall, in like manner, prohibit any grain from being carried out of their districts to these places.

VIII. The Sircar people collect duties in the districts bordering on Nagore: these shall continue to be paid; but no duties shall be paid by me on any articles or commodities purchased at Nagore for my own use.

The Company will be pleased to observe the above-mentioned eight conditions, and enjoy without molestation the lands made over to them. Dated 17th June, 1778 of the Christian æra, or 21st Jemmadee-ul-Awul, 1179th year of Tanjour.

(Signed) Sri Ram Purtaub.

No. XI.

Treaty *of Alliance with* Bazalet Jung, 1779.

A.D. 1779 — Bazalet Jung.

Heads *of a* Treaty *of Friendship and Alliance between the* Nabob Ameer-ul-Omrah Sujah-ul-Mulk Behauder, *and the* Governor *and* Select Committee *of* Fort St. George, *in Behalf of the* English East-India Company, 1779.

ARTICLE I.

The English Company agree to rent from the Nabob Sujah-ul-Mulk Behauder the Sircar of Mortezanagur, commonly called Guntoor, clear of Sibbendy, for whatever he now

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now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there. A.D. 1779 Baralet Jung.

ARTICLE II.

We, the English Company, shall always have at heart the good and prosperity of the Nabob Sujah-ul-Mulk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter) who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops are, on no account, to be carried out of his country, or those of the Zemindars dependent upon him. If his affairs should, at any time, require his going to visit his brother, the Nabob Nizam-ud-Dowla Behauder, their troops shall attend him and be always with him.

ARTICLE III.

The expences of their troops shall be regulated by the Company's custom; and the accounts having been signed by the Nabob, shall be paid monthly from the rent of the Guntoor Sircar. The remainder of the rent shall be regularly remitted in Soucar bills to the Nabob. In case of any improper behaviour or disrespect shewn by the commanding officer, or any other European officer of our troops, upon representation being made to us by the Nabob we shall remove such officer, and appoint another in his room.

ARTICLE IV.

If the Nabob Sujah-ul-Mulk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expences of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nabob, who will sign the accounts. If any disputes arise between our soldiers and Sepoys and the Ryots and the servants of the Nabob, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and Ryots of the Nabob, and shall not protect or countenance them in any shape. In case of any dispute, where the Nabob's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE V.

The customary allowances of the Zemindars of the Guntoor Sircar, amounting annually to five thousand Pagodas, shall continue as before. The fort and Jaghire villages of Condavir shall remain under the management of the servants of the Nabob; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the Killadar.

ARTICLE

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A.D. 1779
Bazalet Jung.

ARTICLE VI.

If the Company shall demand a body of horse from the Nabob, he shall let them have a number according to his abilities; and the said cavalry shall be returned to him, and their expences paid, as soon as the service for which they shall be required is finished.

These articles we promise, in general, to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible. Witness our hands, and the seal of the Company, in Fort St. George, the 27th day of April, 1779.

Sunnud *from* Bazalet Jung.

Ameer-ul-Omrah, Sujah-ul-Mulk Amud-ud-Dowlah, Meer Mahomed Sherif Khan Behauder Bazalet Jung, the devoted Servant of his glorious Majesty, Shaw Allum Behauder.

To all Desmooks, Zemindars, Despondahs, and Tenets of the Sircar of Mortezanagur, commonly called Guntoor, be it written.

The aforesaid Sircar has, at this time, been given to the Glory of Merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phazaley 1188.

You are, therefore, to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Sircar (Government). After this, a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed. Dated 12th Mohrem, in the 1193d year of the Higera.

No. XII.

TREATY *of* PEACE *with the* Nabob Tippoo Sultaun Behauder, 1784.

The Company's Seal.	Tippoo Sultaun's Seal.

TREATY *of perpetual* PEACE *and* FRIENDSHIP *between the Honorable the* English East-India Company *and the* Nabob Tippoo Sultaun Behauder, *on his own Behalf, for the Countries of* Seringapatam, Hyder Nagur, *&c. and all his other Possessions, settled by* Anthony Sadlier, George Leonard Staunton, *and* John Hudleston, *Esquires, on Behalf of the Honorable* English East-India Company, *for all their Possessions, and for the* Carnatic Payen Gaut, *by Virtue of Powers delegated to the Honorable the* President *and* Select Committee *of* Fort Saint George *for that Purpose, by the Honorable the* Governor General *and* Council, *appointed by the King and Parliament of* Great-Britain *to direct and controul all political Affairs of the Honerable* English East-India Company *in* India, *and by the said* Nabob, *agreeable to the following Articles, which are to be strictly and invariably observed, as long as the Sun and Moon shall last, by both Parties; that is to say, by the* English Company *and the three Governments of* Bengal, Madras, *and* Bombay, *and the* Nabob Tippoo Sultaun Behauder. A.D. 1784 Tippoo Sultaun.

ARTICLE I.

Peace and friendship shall immediately take place between the said Company and the Nabob Tippoo Sultaun Behauder, and their friends and allies; particularly including therein the Rajahs of Tanjore and Travencore, who are friends and allies to the English and the Carnatic Payen Gaut, also Tippoo Sultaun's friends and allies. The Biby of Cananore, and the Rajahs or Zemindars of the Malabar Coast, are included in this Treaty.

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A.D. 1784
Tippoo Sultaun.

The English will not, directly or indirectly, assist the enemies of the Nabob Tippoo Sultaun Behauder, nor make war upon his friends or allies; and the Nabob Tippoo Sultaun Behauder will not, directly or indirectly, assist the enemies, nor make war upon the friends or allies of the English.

ARTICLE II.

Immediately after signing and sealing the Treaty by the Nabob Tippoo Sultaun Behauder and the three English Commissioners, the said Nabob shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it, now possessed by his troops, the forts of Amboorgur and Satgur excepted: and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nabob shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native; and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nabob will cause them to be supplied with provisions and conveyances for the journey, the expence of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered: in particular, Abdul Wahab Khan, taken at Chitoor, and his family, shall be immediately released, and if willing to return to the Carnatic, shall be allowed to do so. If any person or persons belonging to the said Nabob, and taken by the Company in the late war, be now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately released, and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Boswapa, late Amuldar of Palicacherry, shall be released and at liberty to depart.

ARTICLE III.

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar, and Sadashevagar, and forts or places adjoining thereto, and send a ship or ships to bring away the garrisons. The Nabob Tippoo Sultaun Behauder will cause the troops in those places to be supplied with provisions, and any other necessary assistance for their voyage to Bombay, (they paying for the same). The Commissioners will likewise give, at the same time, written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam; and immediately after the release and delivery of the prisoners, as before-mentioned, the fort and district of Dindigul shall be evacuated and restored to the Nabob Tippoo Sultaun Behauder,

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hauder, and none of the troops of the Company shall afterwards remain in the country of the Nabob Tippoo Sultaun Behauder.

ARTICLE IV.

As soon as all the prisoners are released and delivered, the fort and district of Cannanore shall be evacuated and restored to Ali Rajah Biby, the queen of that country, in the presence of any one person, without troops, whom the Nabob Tippoo Sultaun Behauder may appoint for that purpose: and at the same time that the orders are given for the evacuation and delivery of the forts of Cannanore and Dindigul, the said Nabob shall give written orders for the evacuation and delivery of Amboorgur and Satgur to the English; and, in the mean time, none of the troops of the said Nabob shall be left in any part of the Carnatic, except in the two forts above-mentioned.

ARTICLE V.

After the conclusion of this Treaty, the Nabob Tippoo Sultaun Behauder will make no claim whatever, in future, on the Carnatic.

ARTICLE VI.

All persons whatsoever, who have been taken and carried away from the Carnatic Payen Gaut (which includes Tanjore) by the late Nabob Hyder Ali Khan Behauder, who is in heaven, or by the Nabob Tippoo Sultaun Behauder, or otherwise belonging to the Carnatic, and now in the Nabob Tippoo Sultaun Behauder's dominions, and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves; and all persons belonging to the Vencatacherry Rajah, who were taken prisoners in rerurning from the fort of Vellour, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nabob Mahomed Ali Khan Behauder, and to the Rajah of Vencatacherry, shall be delivered to the Nabob Tippoo Sultaun's ministers; and the Nabob will cause the contents of this article to be publicly notified throughout his country.

ARTICLE VII.

This being the happy period of general peace and reconciliation, the Nabob Tippoo Sultaun Behauder, as a testimony and proof of his friendship to the English, agrees, that the Rajahs or Zemindars on this coast who have favored the English in the late war, shall not be molested on that account.

ARTICLE VIII.

The Nabob Tippoo Sultaun Behauder hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nabob Hyder Ali Khan Behauder, who is in heaven, and particularly stipulated and specified in the Treaty between the Company and the said Nabob, concluded the 8th of August 1770.

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A.D. 1784
Tippoo Sultaun.

ARTICLE IX.

The Nabob Tippoo Sultaun Behauder shall restore the factory and privileges possessed by the English at Callicut, until the year 1779 (or 1193 Higera), and shall restore Mount Dilly and its district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sardar Khan, at the commencement of the late war.

ARTICLE X.

This Treaty shall be signed and sealed by the English Commissioners, and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned to the Nabob Tippoo Sultaun Behauder, in one month, or sooner if possible: and the same shall be acknowledged under the hands and seals of the Governor-General and Council of Bengal, and the Governor and Select Committee of Bombay, as binding upon all the Governments of India; and copies of the Treaty, so acknowledged, shall be sent to the said Nabob in three months, or sooner if possible. In testimony whereof, the said contracting parties have signed, sealed, and interchangeably delivered two instruments, of the same tenor and date; to wit, the said three Commissioners on behalf of the Honourable English East-India Company and the Carnatic Payen Ghaut; and the said Nabob Tippoo Sultaun Behauder, on his own behalf, and the dominions of Seringapatam and Hyder-Nagur, &c. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of March and year 1784 of the Christian æra, and 16th day of the moon Rabi-ul-sany, in the year of the Higera 1198.

Tippoo Sultaun's

Signature.

(Signed) Anthony Sadlier, (LS)

George Leonard Staunton, (LS)

John Hudleston. (LS)

A true Copy,

(Signed) W. C. Jackson,

Secretary to the Embassy.

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No. XIII.

Preliminary Treaty *with the* Nabob Mahomed Ali, 1785.

Preliminary *Articles of Agreement to be entered into between his Highness the* Nabob of the Carnatic *and the* Government of Fort St. George, *previous to the Surrender of the Assignment*, June, 1785. A.D. 1785 Mahomed Ali.

ARTICLE I.

His Highness the Nabob agrees to pay his proportion of the current charges, as stipulated by the Company to be finally settled by Treaty between his Highness the Nabob and the Governor and Council of Madras, agreeably to the late orders of the Company, dated the 9th December, 1784. Until the exact proportion can be ascertained, his Highness consents to consider it at four lacks of Pagodas per annum.

ARTICLE II.

His Highness the Nabob will likewise pay twelve lacks of Pagodas per annum, on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE III.

Under the two foregoing articles, his Highness will pay sixteen lacks of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made.

ARTICLE IV.

His Highness agrees to give the same security for the above twelve lacks of Pagodas per annum, as is required of him by the Company for his proportion of the current charges.

ARTICLE V.

In case of any failure in the payment of the Kist when it becomes due, or within twenty days afterwards, it is hereby stipulated, that the Company may possess themselves of certain districts hereafter mentioned, to double the amount of the balance due by the Nabob at the time. When the Company find it expedient, under the conditions agreed on, to have recourse to this security, application must be made to his Highness the Nabob, who will inform the Amildar or Amildars of the amount of the Company's claim. The Company

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A.D. 1785 Mahomed Ali.

Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nabob's Government, by turning out the Amildars or Sheristadars. The Company's people employed in those districts are to give regular receipts for the monies they shall receive; and when the full amount for which such district or districts stood answerable shall have been paid to the Company, their power will, of course, immediately cease, and the Nabob's authority be restored, as fully as over any other part of the Carnatic.

ARTICLE VI.

Should any cause of complaint arise against the Amildars of the districts so made over to the Company, it must be represented to his Highness the Nabob, who will give them satisfaction upon the subject, even to the dismissing the Amildars, and appointing others in their stead, if it should be necessary.

ARTICLE VII.

It has already been stated, that when a Kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to the security given to them; but as, from the nature of revenue collections, the full produce of the country to make good the last Kist cannot be received until the beginning of the following year, the Nabob requires two months for compleating what may remain due of the last Kist, to the amount of two lacks of Pagodas. Should the balance exceed that sum, two months after the Kist shall have become due, the Company may take possession of the management, as before mentioned, in the fifth article of this Agreement.

ARTICLE VIII.

His Highness the Nabob taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and being sensible of how much importance it is that the military expences should be regularly provided for, his Highness agrees, that the amount of his shares of the current charges shall be exclusively paid with the first Kist, and as much of the second Kist as may be necessary to make up the four lacks of Pagodas. The remaining part of the second Kist, and the whole of the third Kist, amounting to twelve lacks of Pagodas, will be appropriated in discharge of his Highness's debt to the Company and his private creditors.

ARTICLE IX.

The whole sum of sixteen lacks of Pagodas is to be paid in the manner following:

First Kist, 30th September - - -	Pagodas 3,00,000
Second do. 31st January - - - - -	6,00,000
Third do. 10th July - - - - - -	7,00,000

It

It was submitted and known to his Highness the Nabob, that the renters, his subjects, were employed under the Company, and his Highness engages to continue the same renters as long as they shall conduct themselves to his satisfaction, at the same time that he cannot consent to confirm them on the conditions of the Company's Cowle. A.D. 1785 Mahomed Ali.

ARTICLE X.

The following districts are to be answerable to the Company, in case of failure of payment.

1. The district of Irwatoor with the villages Tummanoor.
2. The district of Ellengad, &c. consisting of twelve Maghans.
3. The district of Usspoor with the villages of Coonammead.
4. The Purgunnah of Tendawannam.
5. The Purgunnah of the Cusbah of Veerdaoor, including nine Mahals, and Terwadee and Veedvor and Veeramunnee and the Talooka of Choalwatlee.
6. The Purgunnah Bealpoor, including the Purgunnahs of Terwamaloor, Terealoor, Termam Nellore, Servapallam, and Terwum Nellore.
7. The villages of Arcot and Aralwadie.
8. The Purgunnah of Weerdachal, Gograpoor, Woolumgaul, and Senemorhtie.
9. The Purgunnah of Ealwanasoor.
10. The Purgunnah of Kulcoorshee.
11. The Jaghire of the fort of Pramedaguddah and the Talooka of Shunkropoor.
12. The Purgunnah of the Cusba of Nusreelguddah.
13. The villages of Pumatoor.
14. The Talooka of Cunnanore.
15. The Purgunnah of the Havealu of Tumamel, including the villages of Cullespauk.
16. The villages of Advormungal.
17. The Purgunnah Paloor, &c.
18. The Purgunnah of Chungom.
19. The Purgunnah Telgoody, &c.
20. The Purgunnah of Demarpauk.
21. The villages of Vellapauk.
22. The villages of Mundeall.
23. The Talooka of Tunmerie.
24. The villages of Chuckraugpoor.
25. The Purgunnah Chelingavaram with Tuckolum.
26. The villages of Chucknamulloor with Nautcary.
27. The Talooka Avaloor.
28. The Talooka of Mealcherry.

29. The

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A.D. 1785
Mahomed Ali.

29. The Talooka of Vanlapundiel.
30. The Purgunnah of Pendie, &c.
31. The Talooka of Weapoor.
32. The villages of Coondapoor and Canverypauk.
33. The Purgunnah of Amboor.
34. Tulleput and Agraram.
35. The Talook of Alleanoor.
36. Worriori Pollam.
37. Vallundapour, excepting the Jaghire of Runjenagudd.

Their value is estimated at six lacks of Pagodas per annum; and if the deficiency exceed what the above districts can make good, in the proportion mentioned in the fifth article of this Agreement, the Nabob is then to specify other districts in addition, and make them over to the Company accordingly, with due regard to the spirit of such obligation.

The security for the twelve lacks on the Arcot districts is accepted, upon a full conviction, that Soucar security is not valid: but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nabob agrees to cancel the security he has already given, and substitute Soucar security in its stead.

ARTICLE XI.

Should there be any essential failure in the crops, owing to the want of rain or otherwise, it is agreed, that a deduction be made, not from the current charges, but from the twelve lacks stipulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council.

ARTICLE XII.

The Company having been pleased to direct that a Treaty be formed with his Highness the Nabob, embracing some essential points, which cannot at present be ascertained, and as it is his Highness's wish that the Treaty, when concluded at Madras, should be ratified by the Governor General and Council of Bengal, which would take up some time, and consequently prevent the orders of the Company, regarding the assignment, being carried immediately into effect, the above Preliminary Articles of Agreement have therefore been entered into between his Highness the Nabob and the Governor and Council, which are hereby declared to have all the force of a Treaty: and as to what respects the twelve lacks of Pagodas to be paid yearly, on account of the debt due to the Company and private creditors,

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creditors, an instrument, separate from the Treaty, to the effect above mentioned, shall be executed, under the seal and signature of his Highness the Nabob. A.D. 1785 Mahomed Ali.

ARTICLE XIII.

The within conditions being first duly signed and sealed by the respective parties, the Agreement of the 2d December, 1781, will be immediately returned to his Highness the Nabob, who is hereby restored to the possession of, and full exercise of sovereignty over the Carnatic.

June 1785, Signed by the Nabob.

(*Signed*) ALEX. DAVIDSON.

(*Signed*) T. OAKES,
C. FREEMAN,
J. CHAMIER. } Witnesses

No. XIV.

TREATY *with the* Nabob Mahomed Ali, 1787.

His Highness the Nabob's Seal.

The Company's Seal.

TREATY *of perpetual Friendship, Alliance, and Security, concluded between the Honorable* Major General Sir Archibald Campbell, *Knight of the Bath, President and Governor of Fort St. George, and the Council thereof, on the Part of the* United Company of Merchants of England trading to the East-Indies, *and his Highness the* Nabob Walajau Omdit-ul-Mulk Unmeer-ul-Hind Asoph Dowla Anewerdeen Khan Behauder Zapher Jung Sippa Salar Saubadar of the Carnatic, *on Behalf of himself, his Heirs, and Successors.* A.D. 1787 Mahomed Ali.

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A.D. 1787
Mahummed Ali.

The Court of Directors of the Honorable United East-India Company having taken into their serious consideration the great advantages which may be attained, by improving the blessings of peace now happily re-established on the Coast of Coromandel and the Carnatic, and considering the present hour the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic and the Northern Sircars, on a solid and lasting foundation, have communicated these their sentiments to his Highness the Nabob of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs, and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George, upon the principles and conditions hereinafter mentioned: in consequence whereof it is stipulated and agreed, that due provision shall be made for the military peace establishment; and also that, for discharging the expence of war, in the event of a war breaking out in the Carnatic or on the Coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores and provisions (the granaries and present magazines of his Highness the Nabob excepted) with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other, in manner following, that is to say.

ARTICLE I.

The friends and enemies of his Highness the Nabob of the Carnatic and of the English United East-India Company shall be considered as the friends and enemies of both.

ARTICLE II.

His Highness the Nabob of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company, the annual sum of nine lacks of Pagodas, to commence in the Fuzelly 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into Kists, payable at the following periods, that is to say:

30th November - - - - -	3,00,000
31st March - - - - - -	6,00,000
Star Pagodas -	9,00,000

ARTICLE

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A.D. 1787
Mahomed Ali.

ARTICLE III.

That the Honorable East-India Company will, in like manner, contribute, and with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expence of the military peace establishment, beyond the said annual contribution of his Higness already mentioned.

ARTICLE IV.

That, for the satisfaction of his Highness the Nabob of the Carnatic, his heirs and successors, the President and Council of Fort St. George shall furnish his Highness, annually, with an accurate account, shewing the number of troops maintained, and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lacks of Pagodas, annually contributed by his Highness to the general defence.

ARTICLE V.

In case of failure in the punctual payment of the nine lacks of Pagodas already mentioned, to the amount of one lack of Pagodas in any Kist, for the period of one month after the same shall become due, his Highness the Nabob agrees that certain districts, specified in the Schedule No. 1, hereunto annexed, shall be made answerable for such failure, and that the Company shall have power to appoint superintendants or receivers, to collect and receive from the Nabob's Amuldars all the rents, revenues, duties, customs, and Peshcush of the said districts; and these superintendants or receivers shall exercise all necessary authority for collecting such rents, revenues, &c. giving regular receipts for all the monies which may be received by the said superintendants, who shall have full power to inspect and examine all Cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs, or from the Zemindars or Poligars, tributaries to his Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendant or receiver shall be immediately recalled.

ARTICLE VI.

At the appointment of the superintendant or receiver, the Nabob will furnish the Company with the obligations the Amuldars of each district shall have given to the Sircar, and if they do not pay the money punctually to the superintendant or receiver, agreeable thereto, the Nabob, at the request of the Governor in Council, will immediately dismiss the said Amuldars, and appoint, by Sunnuds, such others in their stead, as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations which shall be delivered to the Company by his Highness.

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A.D. 1787
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ARTICLE VII.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth articles, in case of failure in the payment of any of the said Kists, shall not extend, or be construed to extend, to deprive his Highness the Nabob of the Carnatic, or his successors, of the civil government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing articles expressed and mentioned.

ARTICLE VIII.

That in the event of any war breaking out in the Carnatic or on the Coast of Choromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof, and during the continuance of such war, shall apply four-fifths of their whole revenues in the Carnatic and the Northern Sircars, annually, to the military expenses of the war. To remove every doubt, on the part of his Highness, of any secretion or diversion of the said revenues from the purpose aforesaid, his Highness the Nabob of the Carnatic, in behalf of himself, his heirs, and successors, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants, to inspect and examine the Cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Sircars, as well as the state of all the other revenues collected from the Customs, from the Zemindars and Poligars tributary to the Company.

ARTICLE IX.

That, in the like event, his Highness the Nabob of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually, for Jaghires to the family of his Highness, and 21,366 Pagodas annually, for charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company, or their representatives, shall find necessary for their common safety and interests, as also for the interest of their allies in the Carnatic and on the Coast of Coromandel; and it is moreover agreed, that his Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE X.

For the more effectual security of the payment of four-fifths of the revenues of his Highness, annually, to the military expenses of the war, and to remove every doubt, on the part of the Company, of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants, to inspect and examine the Cutcherry receipts of all the countries and

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and districts of the Nabob, as well as the state of all the other revenues collected from the customs, and from the Zemindars and Poligars tributaries to his Highness; and in case the said four-fifths of the revenues, or any parts thereof, are diverted from the discharge of the current expenses of the war, or the debts or expenses incurred thereby, the said United Company shall have full power to appoint superintendants and receivers over the said countries and districts of the Nabob, in the manner specified in the fifth article of this Treaty, respecting the districts mentioned in Schedule No. 1, with the same authority, and under the like restrictions and conditions expressed in case of failure. A.D. 1787 Mahomed Ali.

ARTICLE XI.

That the said annual four-fifths, payable from the revenues of his Highness the Nabob of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise, during the course of the war, until his proportion of twenty-five fifty-one parts is paid off and discharged.

ARTICLE XII.

It is expressly understood and declared, that so soon as the expences incurred by the war are paid off and discharged, the superintendants and receivers shall be immediately recalled: and it is further expressly declared, that the eleventh article shall not have any retrospect to the expences of any war, antecedent to the date of this Treaty.

ARTICLE XIII.

That after the termination of such war, and during the application of the said gross revenues to the debts and expences thereof, the second, third, fourth, fifth, and sixth articles of this Treaty shall be and remain dormant, and be of no effect: but shall recommence and regain their full force and validity, from and immediately after all the debts and expences of such war have been fully and proportionally paid off and discharged.

ARTICLE XIV.

In case his Highness shall, at any time, have occasion for any number of troops, for the security and collection of his revenue, the support of his authority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by his Highness to the President in Council of Fort St. George of the necessity of employing such a force, and the objects to be attained thereby. In case of the march of such troops, the additional Batta, and expences attending their movements, will be annually discharged by his Highness, at the end of each year.

ARTICLE XV.

Whenever the Company shall enter into any negotiations, wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George

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A.D. 1787 Mahomed Ali. George shall communicate the proceedings to his Highness the Nabob of the Carnatic, as the firm ally of the Company: and although the direction of the combined force of the country is committed entirely to the Honorable Company or their representatives, it is nevertheless understood, that his Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of his Highness shall be inserted in all Treaties regarding the Carnatic, and his Highness will not enter into any political negotiations or controversies with any state or power, without the consent or approbation of the President in Council of Fort St. George

ARTICLE XVI.

Nothing in this Treaty contained shall be understood to injure the claim of his Highness the Nabob to the Tanjore country.

ARTICLE XVII.

Should there be any essential failure in the crops in time of peace, owing to the want of rain, or any other unforeseen calamity, a deduction shall be made in the Nabob's Kists, to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom his Highness grants full power and authority to appoint one or more superintendants and accomptants to inspect and examine the Cutcherry receipts of all the countries and districts of his Highness the Nabob of the Carnatic, for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of his Highness.

ARTICLE XVIII.

It is hereby stipulated, that the conditions mentioned in the Articles of Agreement between the President and Council of Fort St. George and his Highness the Nabob, dated the 28th June 1785, for payment of four lacks of Pagodas annually to the Honorable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE XIX.

It is further stipulated, that the said Articles of Agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of his Highness the Nabob, shall be and continue in full force and virtue.

In confirmation of all the articles in the preceding Treaty, the President and Council of Fort St George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments, of the same tenor and date, at Fort St. George, on the 24th day of February, in the year of the Christian era 1787; and his Highness the

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the Nabob Wallaujah, for himself, his heirs, and successors, hath also subscribed and sealed the same instrument at Chepauk House, the 5th day of the moon Jemmady, in the year of the Higera 1201. A.D. 1787 Mahomed Ali.

(Signed) Archibald Campbell,
Alexander Davidson,
James Henry Casamajor.

(Signed) John Macpherson,
John Stables.

(Signed) John Chamier,
Secretary.
Charles Bonny,
Secretary.
A. M. Campbell,
Secretary to the Government.

A true Copy,
(Signed) W. C. Jackson,
Deputy Secretary.

SCHEDULE, No. 1.

In the annexed Treaty referred to.

1. The district of Trivatoor with the villages Tremmanoor.
2. The district Ellengad, &c. consisting of twelve Maghanas.
3. The district of Uspoor with the villages of Oonummead.
4. The Purgunnah of Tindavanam.
5. The Purgunnah of the Cusbah of Verdaoor, including nine Mahals, and Tervadee, and Veedaoor, and Vecramunnee, and the Talooka of Ohoalwallee.
13. The villages of Permatoor.
14. The Talooka of Cannanoor.
15. The Purgunnah of the Havialee of Ternamel including the villages of Callispauk.
16. The villages of Adoormungah.
17. The Purgunnah Paloor, &c.
18. The Purgunnah of Chingum.
19. The Purgunnah Talgoody, &c.
20. The Purgunnah of Damarpauk.

21. The

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21. The villages of Villapauk.
22. The villages of Mundial.
23. The Talooka of Timmeree.
24. The villages of Chuckrauzpoor.
25. The Purgunnah Cholingavaram with Tuckolum.
26. The villages of Chuckramullor with Mauteary.
27. The Talooka Awaloor.
28. The Talooka of Mealcharry.
29. The Talooka of Vanlapundril.
30. The Purgunnah of Poonda, &c.
31. The Talooka of Weapoor.
32. The villages of Coondapoor and Cawvrypauck.
33. The Purgunnah of Amboor.
34. Tulleput and Agraham.
35. Talook Alleanore.
36. Warriorepollam.
37. Vallicundapoor excepting the Jaghire of Rajinguda.
38. The district of Sellembar, 1 Mahal.
39. The district of Cartmanaurgoody exclusive of the Jaghire, 1 Mahal.
40. The district of Bhoowangerry, 1 Mahal.
41. The district of Verdachel, &c. 5 Mahals.
42. The district of Vanelampeat and Feartanaggery, 2 Mahals.
43. The district of Pudwear and Moolcaud, 2 Mahals.
44. The district of Noonulgud, otherwise called Gingee, 1 Mahal.
45. The district of Yeamputtoo and Pullygoondaput, 1 Mahal.

The provinces of Trichinopoly,
Madura,
Ongle, and
Palnaud.

It is stipulated and agreed, at the time of executing this Treaty, that the countries and districts in the above Schedule mentioned shall be answerable for any failure in the payment of the nine lacks of Pagodas mentioned in the said Treaty: and in case they should not be adequate to the discharge of any failure when such may happen, it is stipulated, that his Highness the Nabob shall name other districts to make good the deficiency;

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deficiency; but if they exceed the amount of such failure, that his Highness shall keep back districts to the amount of the same. A.D. 1787 Mahomed Ali.

(Signed) ARCHIBALD CAMPBELL,
ALEXANDER DAVIDSON,
JAMES HENRY CASAMAJOR.

No. XV.

TREATY *with the* Rajah of Tanjore, 1787.

The Rajah of Tanjore's Seal.	The Company's Seal.

TREATY *and* AGREEMENT *concluded between the Honorable* Major General Sir Archibald Campbell, *Knight of the Bath, President and Governor of Fort St. George, on Behalf of the* United Company of Merchants of England trading to the East-Indies, *and his Excellency* Amer Sing, Rajah of Tanjore. A.D. 1787 The Rajah of Tanjore.

The Court of Directors of the East-India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace, now happily re-established on the Coast of Coromandel, in the Carnatic, and the country of Tanjore, and considering the present hour best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tanjore country, and the Northern Sircars, on a solid and lasting foundation, have communicated these their sentiments to his Excellency the Rajah of Tanjore, who being fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs, and successors, adjusted and concluded a solid and permanent Treaty with the Honorable East-India Company, upon the principles and conditions herein after mentioned: in consequence whereof it is stipulated and agreed, that due provision shall

A.D. 1787 The Rajah of Tanjore.

be made for the military peace establishment; and also that, for discharging the expence of war, in the event of war breaking out in the Tanjore country or in the Carnatic, or any part of the Coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, should be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts, as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other, in manner following, that is to say:

ARTICLE I.

The friends and enemies of his Excellency the Rajah of Tanjore and of the English United East-India Company shall be considered as the friends and enemies of both.

ARTICLE II.

His Excellency the Rajah of Tanjore will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of four lacks of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Aunee of the Malabar month of Palavunga Year, and to the Phusly 1197, divided into Kists, payable at the following periods:

November - - - - - -	20,000
December - - - - - -	50,000
January - - - - - -	50,000
February - - - - - -	90,000
March - - - - - -	90,000
April - - - - - -	1,00,000
Star Pagodas - -	4,00,000

ARTICLE III.

The annual contribution of four lacks of Pagodas, to be paid by his Excellency the Rajah of Tanjore, towards the army peace establishment, is proportioned to the gross revenues of his country, estimated at ten lacks of Pagodas; and it is hereby stipulated and agreed, that whenever the annual gross revenues of the country shall rise above ten lacks of Pagodas, the annual contribution of his Excellency, in time of peace, shall likewise be encreased according to the same scale or standard.

ARTICLE

A.D. 1787

The Rajah of Tanjore.

ARTICLE IV.

In case of failure in the punctual payment of the four lacks of Pagodas already mentioned, to the extent of fifty thousand Pagodas, for the period of one month after the same shall become due, his Excellency the Rajah agrees, that the Company shall have power to enter upon any of the districts in the Tanjore country, that shall appear to them necessary to discharge the amount of the sum in arrear, and that the Company shall have power to appoint superintendants or receivers, to collect and receive from the Rajah's renters, managers, and Amildars, all the rents, revenues, duties, and customs of the said districts; and these superintendants or receivers shall exercise all necessary authority for collecting such rents, revenues, duties, and customs of the said districts, giving regular receipts for all the monies which may be received by the said superintendants, who shall have full power to inspect and examine all Cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues, which shall be collected annually within the said districts, and when the full amount of the arrears due shall have been paid to the Company, the superintendant or receiver shall be immediately recalled.

ARTICLE V.

At the appointment of the superintendant or receiver, his Excellency the Rajah will furnish the Company with the obligations of the Amildars, renters, or farmers of each district; and if they do not pay the money punctually to the superintendants or receivers, agreeable thereto, his Excellency the Rajah, at the request of the Governor in Council of Fort St. George, shall and will immediately dismiss the said Amildars, renters, or farmers, and appoint such others in their stead, as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by his Excellency.

ARTICLE VI.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the fourth and fifth articles, in case of failure in the payment of any of the Kists, shall not extend, or be construed to extend, to deprive his Excellency, the Rajah of Tanjore, or his successors, of the civil government thereof, or the honour and dignity of his family, but the same shall be preserved to him and them inviolate, saving and excepting the powers in the Articles IV. and V. expressed and mentioned.

ARTICLE VII.

That in the event of any war breaking out in the Carnatic, in Tanjore, or on the Coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof, and during the continuance of such war, shall apply four-

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A.D. 1787

The Rajah of Tanjore.

fifths of their whole revenues in the Carnatic and the Northern Sircars, annually, to the military expences of the war.

ARTICLE VIII.

That, in the like event, his Excellency the Rajah of Tanjore shall pay into the Treasury of the said United Company four-fifths of his revenues to the general expenses of such war, to be applied in such manner as the said United Company, or their representatives, shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatic and on the Coast of Coromandel: and it is moreover agreed, that his Excellency's proportion of the debt and expences incurred by war, shall henceforth be settled at one-fifth part of the whole amount thereof.

ARTICLE IX.

For the more effectual security of the payment of four-fifths of the revenues of his Excellency, annually, to the military expences of the war, and to remove every doubt, on the part of the Company, of any secretion or diversion of the said revenues from the purpose aforesaid, the President in Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants, to inspect and examine all country and Cutcherry accounts and receipts, of all the countries and districts of his Excellency, as well as all other revenues, duties, or customs, collected by or for the use of his Excellency. And in case the said four-fifths of the revenues, or any part thereof, are diverted from the discharge of the current expences of the war, or the debts and expences incurred thereby, the said United Company shall have full power to appoint superintendants and receivers over the said countries and districts of the Rajah, in the manner specified in the fourth article of this Treaty, with the same authority, and under the like restrictions and conditions therein expressed, in case of failure.

ARTICLE X.

That the said annual four-fifths, payable from the revenues of his Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all debts and expences that may be incurred or arise, during the course of the war, until his proportion of one-fifth part of the whole expence is paid off and discharged.

ARTICLE XI.

It is expressly understood and declared, that so soon as the expences incurred by the war are paid off and discharged, the superintendants and receivers shall be immediately recalled.

ARTICLE

A.D. 1787

The Rajah of Tanjore.

ARTICLE XII.

That during the application of the said proportion of four-fifths of the said gross revenues, to the discharge of the debts and expences incurred in time of war, the second, third, fourth, and fifth articles of this Treaty shall be and remain dormant, and be of no effect; but shall recommence and regain their full force and validity, from and immediately after all the debts and expences of such war have been fully and proportionally paid off and discharged.

ARTICLE XIII.

In case his Excellency shall, at any time, have occasion for any number of troops, for the security and collection of his revenues, the support of his authority, or the good order and government of his country, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by his Excellency to the President in Council of Fort St. George of the necessity of employing such force, and the objects to be obtained thereby. In case of the march of such troops, the additional Batta and expences attending their movements shall be annually discharged by his Excellency, at the end of each year.

ARTICLE XIV.

The late Rajah of Tanjore having been, at the time of his death, indebted to his Highness the Nabob of the Carnatic for arrears of Peishcash, since the year 1776, which at the commencement of the Phusly 1197, or 12th July 1787, will amount to the sum of twelve lacks fifty-seven thousand one hundred and forty-two Pagodas, and having also been indebted to British subjects, whose names are set forth in a Schedule hereunto annexed, for various sums of money lent by them, to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lacks of Pagodas, it is hereby stipulated and agreed, that for the liquidation of the said arrears of Peishcash his

Excellency shall appropriate annually the sum of - - - - Pagodas	1,05,775
To his annual Peishcash to the Nabob the sum of - - - - - - -	1,14,225
And to his Excellency's private creditors the annual sum of - - - -	80,000
In all three lacks, Pagodas	3,00,000

Payable in Kists, as follows:

In November - - - - - - - - - - - -	10,000
December - - - - - - - - - - - -	10,000
January - - - - - - - - - - - -	10,000
February - - - - - - - - - - - -	10,000
Carried forward - - -	40,000

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A.D. 1787

The Rajah of Tanjore.

	Brought forward	40,000
March		10,000
May		60,000
June		60,000
July		50,000
August		40,000
September		40,000
	Star Pagodas	3,00,000

ARTICLE XV.

The private debts of his Excellency not being as yet accurately ascertained, it is hereby agreed, that the debts due to the British subjects shall be forthwith examined, adjusted, and settled; for which purpose the creditors shall be called upon to deliver their demands to the President in Council of Madras, stated with simple interest, at the rate of twelve per cent. per annum, to the 12th day of July, 1787, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Council on behalf of the creditors, after which they will be laid before his Excellency, and on receiving his final approbation they shall be classed amongst the list of his private creditors, and become entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may be formed by the Governor in Council, for the benefit of the Rajah and the creditors. And it is agreed, that so soon as the debts and interest due from the Rajah to British subjects are paid off and discharged, the annual payment of eighty thousand Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from thenceforth cease and determine.

ARTICLE XVI.

And whereas his Highness the Nabob of the Carnatic has, by a solemn deed, assigned over to the United East-India Company the arrears of Peishcash already due, and the annual Peishcash which shall henceforth become due to his Highness, in part payment of his debt to the Company, his Excellency the Rajah of Tanjore, willing to manifest his regard to the Company, and upright intention towards the Nabob of the Carnatic, does hereby chearfully agree to pay into the hands of the India Company, for the account of the Nabob of the Carnatic, the whole annual appropriations to his Highness, specified in the fourteenth article, upon the President and Council of Fort St. George indemnifying his Excellency for the amount of all such monies as they shall receive on that account. In

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like manner, the Company shall be accountable to his Excellency, on account of the money received on behalf of the creditors.

A.D. 1787

The Rajah of Tanjore.

In confirmation of all the articles in the preceding Treaty, Sir Archibald Campbell, Governor of Fort St. George, invested with full powers on behalf of the India Company, has subscribed and sealed two instruments, of the same tenor and date, at Tanjore, on the 10th day of April, in the year of Christ 1787: and his Excellency, Maha Rajah Ameer Sing, for himself, his heirs, and successors, has also subscribed and sealed the same instruments, at Tanjore, the 20th of the month Jamadu-ul-Auker, and in the year of the Higera 1201.

The Company's Seal.

(*Signed*) ARCHIBALD CAMPBELL.

Signed and sealed by the Honorable Sir Archibald Campbell, Governor, &c. and by his Excellency the Rajah of Tanjore, in the presence of

(*Signed*) ALEXANDER MACLEOD,
Resident.

J. STUART,
Colonel Commanding.

By order of the Honorable the Governor,

(*Signed*) A. MONTGOMERY CAMPBELL,
Secretary.

Schedule

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Schedule of Private Debts, referred to in the fourteenth Article.

A.D. 1787
The Rajah of Tanjore.

		Principal.
Mr. Alexander Brody - - - Star Pagodas		99,254
Mr. Duncan Baine - - - - - -		30,000
Sir George Ramsay - - - - - -		20,000
Colonel Maclellan - - - - - -		72,000
Major (or Captain) Burrows - - - -		26,100
Mr. Whyte - - - - - -	5,706	
Received - - - - - -	1,000	
		4,706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans - - - -		1,000
Star Pagodas		2,53,060

The above debts bear interest at the rate of twelve per cent. per annum, and there is now between four and five years interest due upon them.

(Signed) ARCH. CAMPBELL.

No. XVI.

AGREEMENT *with the* Rajah of Travancore *for two Battalions to be stationed within his Dominions,* 1788.

A.D. 1787
The Rajah of Travancore.

From the Rajah of Travancore to the Governor, dated 12th Ramgun, 19th June 1788.

The territory of Calicut and Pulicatcherry lay quite contiguous to the wall of my fort,

Extract Letter from the Governor to the Rajah of Travancore, dated Fort St. George, dated 12th August, 1788.

I have very fully considered of your request to be supplied with English officers to command

A.D. 1787
The Rajah of Travancore.

fort, and Tippoo Sultaun, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trusting to the peaceable state of affairs between you and Tippoo, I do nothing more than keep a watchful eye over my district, for which purpose I have appointed six battalions and other troops to guard the places of strength belonging to me; but it is necessary to have officers and serjeants to discipline those battalions. I have, therefore, to request you will, out of your favor and friendship to me, order four officers and twelve serjeants, who are well acquainted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

command your battalions of Sepoys. My desire to shew you kindness and protection is so manifest, that it is not necessary to repeat to you how great my satisfaction is, when I have an opportunity to add to your happiness. On the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are aware of. The Honorable Company's officers are brave and good men, and will always discharge their duty with zeal and ability; but it is contrary to the systems now laid down for the management of the English Company's affairs, to lend their officers to command any troops, except such as are actually in their own pay and under their own authority. Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope you will reconcile to your mind my declining to comply with the proposal.

If you can suggest any plan, by which one, two, or even three battalions of the Honorable Company's troops can be employed to advantage in securing your country against any sudden attack from Tippoo, I shall very readily take the same into consideration, and if practicable, form an arrangement that will afford safety to your possessions, without deviating from the rules of our service.

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A.D. 1787

The Rajah of Travancore.

Extract Letter from the Rajah of Travancore to the Governor, dated 25th Zecayed, or 28th August, 1788.

You are pleased to say it is contrary to the system now laid down, to lend the Company's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can suggest any plan, by which one, two, or three battalions of the Company's troops can be employed in securing my country against any sudden attack from Tippoo, you will readily take the same into consideration, and form an arrangement for the safety of my country, without deviating from the rules of your service.

The above letter has given me the greatest satisfaction, and accomplished my wishes.

The friendship and attachment I bear to the English Company are known to the whole world, and my late intercourse with Tippoo Sultaun has also been carried on through their assistance and favor.

I call the Almighty to witness, that I rest my whole dependence on them for support, and therefore most willingly acquiesce to the proposal in your Excellency's letter, of having some battalions of the Company's troops with me. Your Excellency will be pleased

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October, 1788.

I have received your letter, dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own.

Your having acquiesced in the proposition I made of having some battalions of the Company's troops stationed on the frontier of Travancore, is a wise and judicious measure: it will ensure the safety of your country against the ambitious views of any persons who may be ill-disposed towards you, and cannot fail to convince them of the danger they would be exposed to, in attacking a prince supported and protected, as you are, by the English, whose arms, by the blessing of God, are too powerful for them to combat with.

At the same time that I am anxious to see your country in a complete state of security, I am not less so in effecting it in such a manner, as will render your expences easy: for this purpose, I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers, at your expence,

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The Rajah of Travancore.

pleased to shew me your favor, in any manner that can tend to the security and protection of my country, and to inform me of the expence that will attend a battalion of Sepoys. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from your Excellency.

pence, and that the amount may be either paid by you to the Company, in cash or pepper, as may best suit your convenience. That if an additional force of Europeans and natives are required, to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expence entirely; with this proviso, that you will order them to be supplied with provisions, and the necessary articles for erecting buildings to lodge them in, on their paying for the same, at the usual rates of your country. That you may know the expence of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information.

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity. What can I say more?

(Signed) ARCHIBALD CAMPBELL.

Letter from the Rajah of Travancore *to the* Governor, *dated 6th Suffer, or 5th November,* 1788.

I have been honored with the receipt of your Excellency's gracious letter, in which you recommend "that two battalions of the Company's Sepoys should be stationed on "the frontiers of my country in time of peace, the amount of their pay to be provided "for by me, in cash or pepper, as may suit my convenience. That whenever an additional force is required by me, as a defence against the designs of an enemy, you will "send a body of Europeans and Sepoys, which will be maintained at the Company's expense; and that I am to supply them with provisions and the necessary articles for erecting buildings, on their paying for the same, at the usual rates of my country." You

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A.D. 1787

The Rajah of Travancore.

moreover say, "that the confidence I repose in the friendship of the Company will not "be lost, and that they regard me as their faithful ally, and consider my interest the same "as their own." You have also transmitted to me an estimate account of the monthly expence of a Company's battalion of Sepoys, in time of peace and war, for my information: all which I understand.

The measure which has occurred to your Excellency's enlightened mind, for stationing two battalions of Sepoys for the defence of my country, is highly proper, and I consider my government and territories perfectly safe and secured against the machinations of my enemies. The Almighty God knows the sincerity of my long friendship with the English, whose power I consider as the means of my preservation; may he, of his infinite goodness, grant the continuance of their prosperity and success.

Your Excellency will be pleased, in consequence of what you have written, to send me two battalions of Sepoys for the defence of my country, for which favor I shall be highly grateful to your Excellency.

The account sent me states, as the monthly expence of one battalion of Sepoys, the sum of one thousand seven hundred and fifty-five Star Pagodas forty fanams and forty Cash, and the additional charge to be twenty-six Pagodas seven fanams; I therefore inform you, that I shall pay, in ready money, into the hands of whatever person you are pleased to order, the annual amount of two battalions of Sepoys, agreeable to the above-mentioned statement; and in the event of a war, I shall pay the Batta to them, agreeably to what is stated in the said account, being for one battalion nine hundred and ninety-eight Star Pagodas six fanams and twelve Cash.

From the long and sincere friendship I have entertained with the Company, it has always been my hope, that the English would give me their assistance, when necessary, by sending me a body of Europeans and Sepoys, and now, since your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, *viz.* Europeans and Sepoys, I shall supply them with provisions, and the necessary articles they may want. May it please your Excellency, some battalions of Sepoys, belonging to me, have, for a length of time, been employed in the Tinnevelly country; I therefore request your Excellency will send positive injunctions to the officer in that district to send me the above battalions, that I may employ them with the two battalions you are to send me, in the defence

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fence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble.

A.D. 1787 The Rajah of Travancore.

Be pleased to consider me, at all times, your devoted well-wisher, and honor me frequently with your commands.—What shall I say more?

No. XVII.

TREATY *with the* Rajah of Cochin, 1791.

A.D. 1791 The Rajah of Cochin.

Parampadappoo Valca Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honorable United English East-India Company, which the Honorable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honorable Company, Mr. George Powney, on behalf of the Honorable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine articles.

ARTICLE I.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the condition of this Treaty, and shall faithfully adhere to them, without diminution or reserve.

ARTICLE II.

That the Honorable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

ARTICLE III.

That upon the said possessions or districts, which are under written, being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandwalam the following dependencies:

Mookanapooram and Irjanacoodel,
Kodashary,
Maperanum,
Pooducadoo.

In

A.D. 1791
The Rajah of Cochin.

In the district of Paravauttancy the following dependencies:

Irehour,
Paravauttany,
Oaragom and Parumanum,
Yanamakel,
Chittalipillee.

The district of Tallapillee,
The district of Paratoo Vedu,
The district of Moollurkorah,
The village of Tekkamangalum,
The district of Kawaolapar,
In the district of Palyghatchery:

Two hills called Jemmalapooram,
Vadamalapooram.

Between these districts:

Kodagara Naudoo,
Nalidesem.

In the district of Chitwau and Manaporam:

Padanettawhem,
Kaurah,
Jereparate,

The village of Cranganore,
Irevange Kalum Church,
Yada Turtie.

ARTICLE IV.

That upon Ramavarmah Rajah being in possession of the above mentioned districts, he shall become tributary to the Honorable United English East-India Company, and shall pay to the representative or delegate of the Honorable Governor in Council of Madras, as yearly tribute, in the following manner, for the first year he possesses the aforementioned districts, seventy thousand Rupees, the second year eighty thousand Rupees, the third year ninety thousand Rupees, and the fourth year one hundred thousand Rupees, and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE V.

That in the event of any claim being preferred by any Rajah to the places and districts above mentioned, within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honorable English East-India Company's Government.

ARTICLE

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A.D. 1791

The Rajah of Cochin,

ARTICLE VI.

That in consideration of a Treaty which subsists between the Honorable Dutch East-India Company and the Rajah Ramavarmah of Cochin, the Honorable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the abovementioned parties, it is agreed, that Rajah Ramavarmah shall become tributary to the Honorable English East-India Company only for those districts and places before recited, which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honorable Dutch Company have no concern.

ARTICLE VII.

That the Rajah Ramavarmah shall exercise a complete and uncontrouled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honorable English Company.

ARTICLE VIII.

The Honorable English East-India Company, relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed, that no further demands shall be made upon him, and he shall receive that protection which the Honorable English East-India Company always give to their faithful tributaries and allies.

ARTICLE IX.

It is agreed, that this Treaty shall be considered to have effect from the time (the 25th September, 1790) Rajah Ramavarmah regained possession, by power of the Honorable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that, from that period, the said Rajah shall commence to pay the tribute mentioned in the fourth article of this Treaty.

Cochin, 6th January, 1791.

(Signed by the Rajah Ramavarmah.)

Seal of the Rajah.

We, the President and Council of Fort St. George, by virtue of authority vested in us by the Governor General in Council of Fort William in Bengal, do acknowledge the within copy of the Treaty between the Honorable English East-India Company and the Rajah

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A.D. 1791 The Rajah of Cochin. Rajah of Cochin, and declare it binding upon all the said Company's Settlements in India, and have signed and sealed the same in Fort St. George, the 2d February 1791 of the Christian era.

(*Signed*) W. MEADOWS,
CHARLES OAKELEY,
JOHN HUDLESON.

The Company's Seal.

(*Signed*) W. C. JACKSON,
Secretary.

No. XVIII.

TREATY *with the* Nabob Mahomed Ali, *dated in* 1792.

A.D. 1792 Mahomed Ali. TREATY *between the* Honorable East India Company *and the* Nabob of Arcot, *July* 1792.

Whereas a certain engagement, entered into between the Honorable English East-India Company and his Highness the Nawaub of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependant thereon, whereby it was stipulated, that the said Company should maintain a military force, and that the said Nawaub should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company: and whereas it appears by the representations of the said Nawaub, contained in a certain letter addressed by him to the Governor General, &c. &c. dated the 18th of the month Shawal, 1206 Higera (corresponding with the 9th June, 1792) that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears, that the security which the said Nawaub agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawaub, for the discharge of certain debts due by the said

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said Nawaub to private persons, it has been mutually agreed, in consequence of the above-written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof, the right Honorable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c. &c. &c. invested with full powers, on the part of the said Honorable English East-India Company, to direct and controul the affairs of the said Company in the East-Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawaub Wallah Jah Ameer-ul-Hind Omdut-ul-Moulk Asoph-ul-Dowlah Unevah-ul-Deen Khan Behauder Zuffer Jung Sepah Salar Nabob of the Carnatic, in his own name, and for himself and his successor, his eldest son Nabob Omdut-ul-Omrah Najun-ul-Moulk Assud-ul-Dowlah Hassein Ally Khan Behauder Zool Sircar Zung, and his heirs and successors, on the other part, agree to the following articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

A.D. 1792 — Mahomed Ali.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE II.

In order to execute the foregoing article in its full extent, the Honorable English East-India Company agree to maintain a military force, and the Nawaub Wallah Jah Behauder agrees to contribute annually a certain sum of money, hereinafter-mentioned, as his share of the expense of the said military force; the said Nawaub further agreeing, that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE III.

It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company: and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependant on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last, the said Company shall possess full authority over the Carnatic, (except the Jaghires belonging to the family of the said Nawaub, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the Jaghiredars of the said Jaghires, and of their fidelity to the said Nawaub and to the said Company, shall be continued to them, subject to the pleasure of the said Nawaub only, and except also certain charities, amounting to Star Pagodas 21,366, subject to the same conditions as are mentioned with respect to the

 Jaghires)

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A.D. 1792 Mahomed Ali. Jaghires) and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Carnatic shall be restored to the said Nawaub, except in certain cases, which are hereinafter mentioned.

ARTICLE IV.

The Nawaub Wallah Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lacks of Star Pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawaub, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawaub to the Company.

ARTICLE V.

The said Nawaub having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth article, determines that the tributes or Peschush, payable by the Poligars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not encrease the demand on the said Poligars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawaub, either the expense attending the collection, or any deficiencies that may arise thereon, but will give credit to the said Nawaub annually for the aforesaid tributes or Peschush, in part payment of the sum of nine lacks of Star Pagodas above-mentioned, without any deduction whatever. Although the contracting parties have, in the present instrument, agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lacks of Pagodas, as the amount of the tributes or Peschush from the Poligars; yet should it, on future enquiry, appear that the said Poligars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule, shall be deducted from the sum of nine lacks, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall, in consequence, be made in the Kistbundy hereinafter mentioned. It is however mutually agreed, that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, as specified in the fourth article, shall make no change in this article, which shall, notwithstanding such diminution, remain in full force.

ARTICLE

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A.D. 1792
Mahomed Ali.

ARTICLE VI.

The said Company, desirous of preserving the rights of sovereignty over the said Poligars to the said Nawaub, engage to the utmost of their power, and consistent with the realization of the tributes or Peschush from them, to enforce the allegiance and submission of the said Poligars to the said Nawaub, in customary ceremonies, and in furnishing the Poligar Peons, according to established custom, for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the said Nawaub's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawaub's, name. For the better execution of this and the fifth article, the said Nawaub promises to furnish to the said Company, that is to say to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each Poligar, and to the purport hereof, without delay.

ARTICLE VII.

After deducting from the above-mentioned sum of nine lacks of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth article, the amount of the tributes or Peschush from the Poligars, as specified in the Schedule No. 1, the said Nawaub agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105 Star Pagodas, for the purpose mentioned in the fourth article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods:

	Star Pagodas	F.	C.
On the 1st September	1,00,000	0	0
1st October	1,00,000	0	0
1st November	1,00,000	0	0
1st December	1,00,000	0	0
1st January	1,00,000	0	0
1st February	1,00,000	0	0
1st March	1,50,000	0	0
1st April	1,50,000	0	0
1st May	2,00,000	0	0
1st June	1,56,400	15	54
Star Pagodas	12,56,400	15	54

And

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A.D. 1792 Mahomed Ali.

And it is mutually agreed, that on the full liquidation of the debts before-mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth article, a reduction, in equal proportion, shall take place in the above instalments.

ARTICLE VIII.

The said Nawaub engages to make good to the said Company the payments of the sums, according to the instalments of Kistbundy contained in the seventh article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Nawaub agrees, that the said Company shall assume the management of, and make the collection of the revenues, from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Nawaub, who shall, on the arrival of the Company's officers in the said district, recall all his officers, except one in each district, which officer shall remain at the Sudder Cutcherry, and shall be furnished annually, by the officer of the said Company with copies of the Sudder Cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the Sudder Omlah of the district.

First. The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the Kist which shall have fallen in arrear.

Second. The said Company agree, that a deduction shall take place proportionably from the amount of each of the ten Kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed, that an account, called "*Balance account*," shall be immediately opened, for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawaub and the said Company, in which the said Nawaub shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten Kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum, to be for that purpose paid by the Nabob to the said Company, according to the fourth article, the said balance account shall be equal

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on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawaub.

Third. Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed, that in case of any of the Kists for the sum remaining (after the deduction of the sum of 6,35,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams, 54 Cash, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule, No. 2., as in the first instance, and shall accordingly assume such district or districts, the revenues of which, after deducting the charges of collection, shall equal the amount of the Kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the Kists, and shall give credit to the said Nawaub for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and, in this case, the management of the district or districts thus assumed, shall for ever continue in the possession of the said Company, any thing contained in the third article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawaub credit for the revenue arising therefrom.

Fourth. In order to prevent any loss arising to either party from this measure, it is mutually agreed, that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth. In consequence of this measure, whereby the districts mentioned in the Schedule, No. 2., become responsible for any arrears that may accrue in the payment of the above stipulated Kists, the said Nawaub agrees, that he will not grant Tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any Tunkaws, or assignments, should exist, where the said districts or any of them shall be assumed by the said Company, such Tunkaws, or assignments, shall be declared by the said Company and the said Nawaub to be of no value, nor shall they remain in effect.

Sixth. It is agreed between the contracting parties, that the above described balance account shall be annually adjusted, and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawaub, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE

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A.D. 1792
Mahomed Ali.

ARTICLE IX.

In case the said Nawaub shall, at any time, have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawaub to the President and Council of Fort St. George, of the necessity of employing such troops, and of the objects to be obtained thereby; and the said Nawaub agrees to defray the additional expense of such troops, so long as they may be employed at his request, this additional expence being the sum over and above the expence of such troops, while in garrison or at fixed quarters: and it shall be at the option of the said Nawaub to reimburse the said surplus expence, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth article.

ARTICLE X.

The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company, in all Treaties which shall, in any respect, affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto: and the said Nawaub agrees, that he will not enter into any negotiation or political correspondence with any European or Native Power, without the consent of the said Company.

This Treaty, consisting of ten articles, and having two Schedules annexed thereto, marked No. 1. and No. 2., shall be in force and have effect, from 12th day of July, 1792 (corresponding with the 22d day of the month Zekaida, 1206 Higera); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honorable Charles Earl Cornwallis, K. G., Governor General, &c. &c. &c. shall affix his seal and signature to one counterpart, on the part of the Honorable English East-India Company, and the Nawaub Walla Jah Behauder, Nawaub of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House, this 22d day of Zekaida, 1206, and 12th day of July, 1792.

A true Copy.

(Signed) G. F. Cherry,
Persian Translator to the Governor General.

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SCHEDULE, No. 1.

List *of* Poligars, *with the Amount of their respective Tributes or Peshcush, as mentioned and referred to in the fifth Article of the accompanying Treaty, in force from the* 12*th day of July*, 1792, *corresponding with the 22d day of Zekaida*, 1206 *Higera.*

				Star Pagodas	P.	C.
Camar Yackum Naigh	Vencategherry			21,673	10	64
Vencataput Naigh	Caleshe			10,775	0	0
Juppaty Rammanaud	Sydapoor	*Madras Pagodas* 6,000	0	6,600	0	0
Bonnawse				32,586	9	0
Princewass Row	Arnee	*Rupees* 10,000	0	2,857	5	11
Butchey Naigh	Marangapoory	12,093	12			
Lingama Naigh	Nallum	8,598	12			
Zongama Naigh	Comavandy	10,483	12			
Saumy Naigh	Ramgunny	11,731	4			
Mootea Naigh	Petta Molingy	9,556	4			
Combia Naigh	Venamatapotam	6,400	0			
Bosamopa Naigh	Youmula	642	2			
		Rupees 60,505	14	16,154	26	20
Maduram Sing Pettaputty Ramnautporam				62,857	5	11
Warriar Tarver, Mapilla, in the room of the Ranee and infant heiress of	Shevegungo			50,000	0	0
Polygars of the District	Madura			3,751	0	0
Varayoo Narama Vunnyam	Shevigeruy	11,176	0			
Yesrapa Naik	Ellaporam	11,176	0			
Madurapah Taven	Wootamaly	8,128	0			
Coolaba Taven	Nadoorvarcoocky	1,574	8			
Indera Talwen	Talwencotta	609	6			
		Carried forward		2,07,254	20	26

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A.D. 1792
Mahomed Ali.

					Star Pagodas	F.	C.
		Brought forward			2,07,254	20	26
Saule Talewen	Soumden		508	0			
Tady Talewen	Candombar		1,016	0			
Nulla Cooty	Lingumputty		314	0			
Chaturoyen	Woorcad		304	8			
Choca Tulevan	Maucuhy		1,016	0			
Cataboon Naigh	Pandlem Courchy		11,176	0			
Androoconda Vunnyan	Edyarumpuny		6,096	0			
Numja Naigh	Malemondy		1,016	0			
Erapa Naigh	Negataporam		6,604	0			
Sevemaul Naigh	Caudelloody		1,320	8			
Pedenna Naigh	Attenghery		1,727	2			
Chinnum Naigh	Munnarcotta		2,540	0			
Avalapa Naigh	Pawaly		1,168	4			
Reddy Cody Vunnyan	Aligoopoory		108	7			
Geokillapa Naigh	Gettaputty		1,168	5			
Colingada Gundon	Callarputty		6,604	0			
Chinnamunga Tavers	Chocumputta		6,604	0			
Comur Naigh	Saupetoor		5,791	2			
Golapa Naigh	Laudioor		1,930	4			
Ena Chinnama Naigh	Zelmuny		1,016	0			
Tottapo Naigh	Chinnulgoody		1,696	5			
Annechy Naigh	Colatoor		1,016	0			
Tomichy Naigh	Parvor		3,332	5			
Tripennada Tawen	Shatoor		5,080	0			
Paule Taleran	Ovideahporam		1,224	3			
Vanda Tawen	Gollingundon		365	8			
		Chuckrums	1,03,409	5	57,450	0	0
		Total, Star Pagodas			2,64,704	20	26

Signed and sealed at Chepauk House, this ——

A true Copy,

(Signed) G. F. CHERRY,

Persian Translator to the Governor General.

Signed and sealed at Fort William in Bengal, this ——

SCHEDULE, No. 2.

LIST *of the* DISTRICTS *with the Amount of the Net Revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the* 12*th July*, 1792 *(corresponding with the* 22*d Zekaida*, 1206 *Higera.)*

Tinnevelly - - - - - -	Net Revenue	4,06,508
Madura - - - - - - - - - - - -	-	64,945
Trichinopoly including Warriore, Pollom, and Arrialore	-	2,51,139
Nellore - - - - - - - - - - -	-	3,31,783
Ongole - - - - - - - - - - -	-	93,334
Pulnaud - - - - - - - - - - -	-	24,657
Northern Division of the Arcot Province - - - -	-	1,69,404
	Star Pagodas -	13,41,770

By the first condition of the eighth article of the said Treaty it is agreed, that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the Kist which shall have fallen in arrear; the said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be, as near as possible, equal to the amount of the Kist which shall have fallen in arrears.

Signed and sealed at Chepauk House, this ———

A true Copy,

(*Signed*) G. F. CHERRY,

Persian Translator to Governor General.

Signed and sealed at Fort William in Bengal, this ———

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No. XIX.

Treaty *with the* Rajah of Tanjore, 1792.

A.D. 1792
The Rajah of Tanjore.

Whereas a certain engagement was entered into between the Honorable English East-India Company and his Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated, that the said Company should maintain a military force, and that the said Rajah of Tanjore should pay annually a certain sum of money arising from the revenues of his country, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjore are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears, that the security which the said Rajah of Tanjore agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajah to private persons, it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force; and in lieu thereof the Honorable Sir Charles Oakely, Baronet, President and Governor in Council of Fort St. George, on behalf of the United Company of Merchants of England trading to the East-Indies, their heirs and successors, on the one part, and his Excellency Ameer Sing, Rajah of Tanjore, in his own name, and for himself, his heirs, and successors, on the other part, agree to the following articles, which shall be binding on the respective parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement, dated 10th April, 1787, to the contrary.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE

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The Rajah of Tanjore.

ARTICLE II.

In order to execute the foregoing article in its full extent, the Honorable English East-India Company agree to maintain a military force, and the Rajah of Tanjore agrees to contribute annually a certain sum of money, hereinafter-mentioned, as his share of the expence of the said military force; the said Rajah further agreeing, that the disposal of the said sum, together with the arrangement and employments of the troops supported by it, shall be left entirely to the said Company.

ARTICLE III.

It is hereby also agreed, for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company: and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that so long as it shall last, the said Company shall possess full authority over the Tanjore country, and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Rajah one lack of Pagodas (1,00,000) per annum, and one-fifth share of the nett revenue arising therefrom, and that, at the conclusion of the war, the Tanjore Country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE IV.

The Rajah of Tanjore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lacks and fifty thousand (3,50,000) Star Pagodas annually, as his share of the expence for the military force; and also, in consequence of an agreement between the said Company and the Nabob of the Carnatic, a further sum of one lack fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas annually, on account of the Peishcush payable from Tanjore to the said Nabob, and by him transferred, in absolute right, to the said Company: and the said Rajah further engages to pay the sum of sixty thousand (60,000) Star Pagodas per annum, towards the discharge of certain debts, sanctioned by the said Company and specified in the Schedule hereunto annexed, No. 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full liquidation of the said debts.

ARTICLE V.

Although the sums above-mentioned constitute the regular stated payments for which the Rajah of Tanjore is to be accountable, under the heads of subsidy, Peishcush, and private debts, yet the said Company, considering the actual state of the Tanjore country,

 which

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A.D. 1792 — The Rajah of Tanjore.

which has for many years been declining in its revenue, and desirous of affording the said Rajah as much present relief as may be consistent with the absolute necessities of their own Government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temporary suspension shall take place, with respect to a part of the annual payment stated in the foregoing article; that is to say, for three years, commencing with the present Fusly, or 12th July last, they consent the annual demand of one lack fourteen thousand two hundred and eight-five (1,14,285) Star Pagodas, on account of Peishcush, shall be postponed, and that the amount which, at the expiration of that period, will become due, being three lacks forty-two thousand eight hundred and fifty-five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Rajah on his former engagements: and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thousand (50,000) Star Pagodas per annum, commencing from the 12th July last, and to be continued till the whole shall be discharged; and after the expiration of three years, to pay his annual Peishcush of one lack fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas, regularly, as it becomes due. Thus the whole sum to be paid, after the expiration of three years, will be five lacks fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas for account of the said Company, and sixty thousand (60,000) Star Pagodas per annum for account of the private creditors.

ARTICLE VI.

In order to make good the sum stipulated to be paid annually for three years, namely three lacks and fifty thousand (3,50,000) Star Pagodas, on account of the Rajah's share of the military expence, fifty thousand (50,000) Star Pagodas, on account of arrears, and sixty thousand (60,000) Star Pagodas, on account of private debts, the said Rajah agrees to pay the amount of the said three sums, being four lacks sixty thousand (4,60,000) Star Pagodas, into the Company's treasury at Madras, at the following periods:

1st November	30,000
1st December	40,000
1st January	40,000
1st February	50,000
1st March	50,000
1st April	50,000
1st May	50,000
1st June	50,000
1st July	1,00,000
Star Pagodas	4,60,000

And

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A.D. 1792.

The Rajah of Tanjore.

And it is mutually agreed, that at the end of three years, when the additional payment of one lack fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas per annum is to commence, a proportionable encrease shall take place in each of the above instalments; and that, on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE VII.

If, contrary to the intentions of the said Rajah, any part of the sums mentioned in the instalment, or Kistbundy, fixed by the foregoing article, shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Company shall assume the management of, and make the collection of the revenues, from the districts mentioned in the Schedule, No. 1, hereunto annexed, according to the following conditions; and for this the present engagement shall be considered sufficient authority, the said Company, through their President in Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer shall remain at the Sudder Cutcherry, and shall be furnished, annually, by the officer of the said Company, with the copies of the Sudder Cutcherry accounts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company and of the Sudder Omlah of the district.

First. The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges collection, shall have fallen in arrear.

Second. The said Company agree, that a deduction shall take place, proportionably, from the amount of the nine Kists above mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed, that an account, called "balance account," shall be immediately opened, for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Rajah and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the nine Kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the private debts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the fourth article, the said balance account shall be equal on the debit

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A.D. 1792
The Rajah of Tanjore.

debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah.

Third. Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that, in case any of the Kists for the sum remaining due, after the deduction of the sum of sixty thousand (60,000) Star Pagodas, that is to say, for the sum of five lacks fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule, No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the Kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the Kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five lacks fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas; and, in this case, the management of the district or districts, thus assumed, shall for ever continue in the possession of the said Company, any thing contained in the third article of the present engagement to the contrary notwithstanding; and the said Company agree to give the said Rajah credit for the net revenue arising therefrom.

Fourth. In order to prevent any loss arising to either party from this measure, it is mutually agreed, that the district or districts, which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth. In consequence of this measure, whereby the districts mentioned in the Schedule, No. 1, become responsible for any arrears that may accrue in the payment of the above stipulated Kists, the said Rajah agrees, that he will not grant Tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any Tunkaws, or assignments, should exist, when the said districts, or any of them, shall be assumed by the said Company, such Tunkaws, or assignments, shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Sixth. It is agreed between the contracting parties, that the above described balance account shall be annually adjusted; and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

ARTICLE

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The Rajah of Tanjore.

ARTICLE VIII.

In case the said Rajah shall, at any time, have occasion for any number of troops, for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Rajah, to the President in Council of Fort St. George, of the necessity for employing such troops, and of the objects to be attained thereby: and the said Rajah agrees to defray the additional expence of such troops, so long as they may be employed at his request, this additional expence being the sum over and above the expence of such troops while in garrison, or at fixed quarters; and it shall be at the option of the said Rajah to reimburse the said surplus expence, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account, called "balance account," as more particularly explained in the second condition of the seventh article.

ARTICLE IX.

The said Rajah shall receive regular information of all negociations which shall relate to declaring war or making peace, wherein the said Company may engage, and the interest of the Carnatic and its dependencies may be concerned: and the said Rajah shall be considered as an ally of the said Company, in all Treaties which shall, in any respect, affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto; and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or Native Power, without the consent of the said Company.

ARTICLE X.

The said Rajah agrees to allow for the support of Serfogee, the adopted son of the late Rajah Tulagee, deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tulagee, the further sum of three thousand (3,000) Star Pagodas each per annum; which payments shall be made, by equal monthly instalments, into the hands of the Company, or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten articles, and having two Schedules annexed thereto, marked No. 1 and 2, shall be in force and shall have effect, from the 12th day of July, 1792, corresponding with the 22d day of the month Zekaida, 1206 Higera; and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Honorable Sir Charles Oakely, Baronet, President and Governor in Council of Fort St. George, shall affix his seal and signature to one

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A.D. 1792 — The Rajah of Tanjore.

one counterpart, on the part of the Honorable English East-India Company, and his Excellency Ameer Sing, Rajah of Tanjore, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and delivered at ———

SCHEDULE, No. 1.

LIST *of* DISTRICTS, *with the amount of the Net Revenues from each, at which they shall be estimated and assumed, according to the seventh article of the accompanying Treaty, in Force from the* 12*th July, corresponding with the* 22*d Zekaida,* 1206 *Higera.*

Mannargoody - - - -	Net Revenue	2,45,198
Tuvady - - - - - - - -		1,49,609
Mayaveram - - - - - - -		1,64,668
Putticotah - - - - - - - -		27,638
	Star Pagodas - -	5,87,113

By the first condition of the seventh article of the said Treaty it is agreed, that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the Kist which shall have fallen in arrear. The said Company, therefore, by virtue of this condition, shall assume a district or districts from among the above named, the net revenue of which shall be, as near as possible, equal to the amount of the Kist which shall have fallen in arrear.

Signed and sealed at ———

SCHEDULE, No. 2.

Schedule of Private Debts, referred to in the fourth article.

Mr. Alexander Brodie - - -	Star Pagodas	99,254
Mr. Duncan Baine - - - - -		30,000
Sir George Ramsay - - - - - -		20,000
	Carried forward - -	1,49,254

A.D. 1792
The Rajah of Tanjore.

Brought forward - - -	Star Pagodas		1,49,254
Collon Maclekan - - - - - - -			72,000
Major (or Captain) Burrows - - - -			26,100
Mr. Whyte - - - - - -		5,706	
Received - - -		1,000	
			4,706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans - - -			1,000
Star Pagodas - -			2,53,060

The above debts bear interest, at the rate of twelve per cent. per annum.

No. XX.

Partition Treaty *of* Mysore, 1799

A.D. 1799
The Nizam.

Treaty *for strengthening the Alliance and Friendship subsisting between the* English East-India Company Behauder, *his Highness the* Nabob Nizam-ul-Dowlah Asoph Jah Behauder, *and the* Paishwah, Row Pundit Purdhaun Behauder, *and for effecting a Settlement of the Dominions of the late* Tippoo Sultaun.*

Whereas the deceased Tippoo Sultaun, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army, for the purpose of commencing war against the Honorable English Company Behauder, and its Allies, Nizam-ul-Dowlah Asoph Jah Behauder, and the Paishwah Row Pundit Purdhaun Behauder; and the said Tippoo Sultaun having attempted to evade the just demands of satisfaction and security made by the Honorable English Company and its Allies, for their defence and protection against the joint designs of the said Sultaun and of the French, the allied armies of the Honorable English Company Behauder and of his Highness Nizam-ul-Dowlah Asoph Jah Behauder proceeded

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* The Paishwah refused to accede to this Treaty.

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A.D. 1799 The Nizam. proceeded to hostilities, in vindication of their rights, and for the preservation of their respective dominions from the perils of foreign invasion, and from the ravages of a cruel and relentless enemy.

And whereas it has pleased Almighty God to prosper the just cause of the said Allies, the Honorable English Company Behauder and his Highness Nizam-ul-Dowlah Asoph Jah Behauder, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultaun, the utter extinction of his power, and the unconditional submission of his people; and whereas the said Allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands, for the purpose of obtaining reasonable compensation for the expences of the war, and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions; wherefore a Treaty, for the adjustment of the territories of the late Tippoo Sultaun between the English East-India Company Behauder and his Highness the Nabob Nizam-ul-Dowlah Asoph Jah Behauder, is now concluded by Lieutenant General George Harris, Commander in Chief of the Forces of his Britannic Majesty and of the English East-India Company Behauder in the Carnatic and on the Coast of Malabar, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honorable Richard Earl of Mornington, K. P., Governor General for all Affairs, civil and military, of the British Nation in India; and by the Nabob Meer Allum Behauder, on the part and in the name of his Highness the Nabob Nizam-ul-Dowlah Asoph Jah Behauder, according to the under-mentioned articles, which, by the blessing of God, shall be binding upon the heirs and successors of the contracting parties, as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE I.

It being reasonable and just, that the Allies by this Treaty should accomplish the original objects of the war (*viz.* a due indemnification for the expenses incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies), it is stipulated and agreed, that the districts specified in the Schedule A., hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultaun to any part of the possessions of the English East-India Company Behauder, of its Allies or tributaries, situated between the Ghauts on either coast, and all forts situated near to and commanding the said passes, shall be subjected to the authority, and

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and be for ever incorporated with the dominions of the English East-India Company Behauder, the said Company Behauder engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultaun, and to apply to this purpose, with the reservation herein after stated, an annual sum of not less than two lacks of Star Pagodas, making the Company's share as follows:

Estimated value of districts enumerated in the Schedule A., according to the statement of Tippoo Sultaun in 1792, - - - - Canterai Pagodas	7,77,170
Deduct, Provision for the families of Hyder Alli Khan and of Tippoo Sultaun, two lacks of Star Pagodas, in Canterai Pagodas - - - - - - -	2,40,000
Remains to the East-India Company - - - - - - - - -	5,37,170

ARTICLE II.

For the same reason stated in the preceding articles, the district specified in the Schedule B, annexed hereunto, shall be subjected to the authority, and for ever united to the dominions of the Nabob Nizam-ul-Dowlah Asoph Jah Behauder, the said Nabob having engaged to provide liberally, from the revenues of the said districts, for the support of Meer Kummer-ud-Dien Khan Behauder, and of his family and relations, and to grant him, for this purpose, a personal Jaghire in the districts of Gurrumcondah equal to the annual sum of 2,10,000 Rupees, or of 70,000 Canterai Pagodas, over and above and exclusive of a Jaghire, which the said Nabob has also agreed to assign to the said Meer Kummer-ud-Dien Khan, for the pay and maintenance of a proportionate number of troops to be employed in the service of his said Highness, making the share of his Highness as follows:

Estimated value of the territory specified in Schedule B, according to the statement of Tippoo Sultaun in 1792, - - - Canterai Pagodas	6,07,332
Deduct, personal Jaghire to Meer Kummer-ud-Dien Khan, 2,10,000 Rupees, or, - - - - - - - - - - - - - - - -	70,000
Remains to the Nabob Nizam-ud-Dowlah Asoph Jah Behauder - - - -	5,37,332

ARTICLE III.

It being farther expedient, for the preservation of peace and tranquillity, and for the general security, on the foundations now established by the contracting parties, that the fortress of Seringapatam should be subjected to the said Company Behauder, it is stipulated and agreed, that the said fortress, and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the

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A.D. 1799 The Nizam. the west by a Nullah, called the Mysore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty, for ever.

ARTICLE IV.

A separate Government shall be established in Mysore; and, for this purpose, it is stipulated and agreed, that the Maha Rajah Mysore Kishna Rajah Oodiaver Behauder, a descendant of the antient Rajahs of Mysore, shall possess the territory hereinafter described, upon the conditions hereinafter mentioned.

ARTICLE V.

The contracting powers mutually and severally agree, that the districts specified in Schedule C., hereunto annexed, shall be ceded to the said Maha Rajah Mysore Kishna Rajah, and shall form the separate Government of Mysore, upon the conditions hereinafter mentioned.

ARTICLE VI.

The English East-India Company Behauder shall be at liberty to make such deductions, from time to time, from the sums allotted by the first article of the present Treaty, for the maintenance of the families of Hyder Ali Khan and Tippoo Sultaun, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions, or the territories of the Rajah of Mysore, then the said English East-India Company Behauder shall be at liberty to limit or suspend entirely the payment of the whole, or any part of the stipend, herein before stipulated to be applied to the maintenance and support of the said families.

ARTICLE VII.

His Highness the Paishwah Row Pundit Purdhaun Behauder shall be invited to accede to the present Treaty; and although the said Paishwah Row Pundit Purdhaun Behauder has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East-India Company Behauder and his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder), yet, for the maintenance of the relations of friendship and alliance between the said Paishwah Row Pundit Purdhaun Behauder, the English East-India Company Behauder, his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder, and Maha Rajah Mysore Kishna Rajah Behauder, it is stipulated and agreed, that certain districts, specified in Schedule D, hereunto annexed, shall be reserved, for the purpose of being eventually ceded to the said Paishwah Row Pundit Purdhaun Behauder, in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty;

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Treaty; provided, however, that the said Paishwah Row Pundit Purdhaum Behauder shall accede to the present Treaty, in its full extent, within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also, that he shall give satisfaction to the English East-India Company Behauder, and to his Highness Nizam-ud-Dowlah Asoph Jah Behauder, with regard to certain points now depending between him, the said Paishwah Row Pundit Purdhaun Behauder, and the said Nabob Nizam-ud-Dowlah Asoph Jah Behauder, and also with regard to such points as shall be represented to the said Paishwah, on the part of the English East-India Company Behauder, by the Governor General or the British Resident at the Court of Poonah.

ARTICLE VIII.

If, contrary to the amicable expectation of the contracting parties, the said Paishwah Row Pundit Purdhaun Behauder shall refuse to accede to this Treaty, or to give satisfaction upon the points to which the seventh article refers, then the right to, and sovereignty of, the several districts herein before reserved for eventual cession to the Paishwah Row Pundit Purdhaun Behauder, shall rest jointly in the said English East-India Company Behauder and the said Nabob Nizam-ud-Dowlah Asoph Jah Behauder, who will either exchange them with the Rajah of Mysore for other districts of equal value, more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

ARTICLE IX.

It being expedient, for the effectual establishment of Maha Rajah Mysoor Kishna Rajah in the Government of Mysore, that his Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed, that the whole of the said force shall be furnished by the English East-India Company Behauder, according to the terms of a separate Treaty, to be immediately concluded between the said English East-India Company Behauder and his Highness the Maha Rajah Mysoor Kishna Rajah Oodiaver Behauder.

ARTICLE X.

This Treaty, consisting of ten articles, being settled and concluded this day, the 22d of June, 1799 (corresponding to the 17th of Mohurrum, 1214 Anno Higeræ) by Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honorable Richard Earl of Mornington, Governor General aforesaid; and by Meer Allum Behauder, on the part and in the name of his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder; the said Lieutenant General Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry

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A.D. 1799
The Nizam.

Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, have delivered to Meer Allum Behauder one copy of the same, signed and sealed by themselves; and Meer Allum Behauder has delivered to Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, and Meer Allum Behauder, severally and mutually engage, that the said Treaty shall be respectively ratified by the Right Honorable the Governor General, under his seal and signature, within eight days from the date hereof, and by his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder, within twenty-five days from the date hereof.

The Nizam's Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July, Anno Domini 1799.

(Signed) J. A. Kirkpatrick,
Resident.

SCHEDULE A.

The Company's Share.

The following districts from Nuggur or Bidnore :

	C. Pagodas.	Fanams.	C. Pagodas.	Fanams.
Korial (Mangalore) Bekul and Neliseram - -	1,33,662	7¼		
Karkul - - - - - - - - -	11,393	2¼		
Barkoo - - - - - - - - -	48,389	8½		
Khooshaulpoor - - - - - - -	26,361	7¼		
Bulkul - - - - - - - - -	9,177	0¼		

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	C. Pagodas.	F.	C. Pagodas.	F.
Gairsopah - - - - - - - -	9,192	0½		
Hunavur (Onore) - - - - - - -	17,482	9½		
Mirjaun - - - - - - - -	8,953	4¼		
Anoolah, Punchmahl, and Shedasooghur (or Soonda Payen Gaut) - - - - - -	28,332	2		
			2,92,945	2½
Bilghuy - - - - - - - - - -			18,929	4¼
Coimbatoor, *viz.*				
Coimbatoor - - - - - - - -	80,000	0		
Danaigincotah - - - - - - -	35,000	0		
Cheoor - - - - - - - - -	27,000	0		
Chinjeny - - - - - - - -	27,000	0		
Darapoor, Chuckergherry - - - - -	64,000	0		
Settimungalum - - - - - - -	30,000	0		
Undoor - - - - - - - -	8,000	0		
Perondoora - - - - - - - -	14,000	0		
Vizimungal (Aravarcourchy) - - - - -	20,000	0		
Errode - - - - - - - - -	20,000	0		
Coroor - - - - - - - - -	41,000	0		
Coodgully - - - - - - - -	15,000	0		
Caveryporam - - - - - - -	4,000	0		
			3,85,000	0
Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam:				
Panganoor - - - - - - - -	15,000	0		
Suttikal Alambady and Kodahully - - -	15,200	0		
Oussore - - - - - - - - -	18,096	0		
Decanicotah and Ruttungeery - - -	14,000	0		
Vencatigyracotah - - - - - -	6,000	0		
Ankusgusgeery and Solageery - - -	4,000	0		
Bangloor - - - - - - - -	3,000	0		
Talmulla and Talwoddy (2 Talooks of Hurdunhully) - - - - - - - -	5,000	0		
			80,296	0
			7,77,170	6¾
Deduct, Provision for the maintenance of the families of Hyder Ali Khan and of Tippoo Sultaun, Star Pagodas 2,00,000 - - - - - -			2,40,000	0
Remains to the Company, - - - Canterai Pagodas			5,37,170	6¾

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A.D. 1799
The Nizam.

SCHEDULE B.

2. *The Nizam's Share.*

	C. Pagodas.	F.	C. Pagodas.	F.
Gooty:				
Fyze Hussur Kubal - - - - -	15,568	0		
Kona Koomlah - - - - - -	7,500	0		
Pamri - - - - - -	11,000	0		
Wurjur Kurroor - - - -	8,998	1		
Yursutty Murajcherroo - - -	5,902	0		
Bheim Rapah - - - - -	4,800	0		
Muttoor - - - - - -	2,700	0		
Pravalli Munnimong - - - -	9,426	3		
Chunumpilly - - - - -	8,951	8		
Mulkaira Kooboo - - - -	22,251	8¾		
Koortunni - - - - - -	8,800	0		
Yarky - - - - - - -	22,673	1		
			1,28,571	1¼
Pennacoondah - - - - - - -			60,000	0
Murrugseera - - - - - - -			8,000	0
Hundytenantpoor - - - - - - -			16,000	0
Kongoor (remainder of) - - - - -			11,629	0
Kunchungoondy (remainder of) - - - -			10,000	0
Of Gurrumconda, all the districts not ceded in 1792			1,85,810	0
Puttungheery (from Seringapatam) - - -			10,000	0
Rydroog (6 Talooks) - - - - -			1,02,856	0
Kurnool Paishcush - - - - - - -			66,666	0
From Chitteldroog—Jerrymulla (1 Talook) - -			7,800	0
			6,07,332	1¼
Deduct, Personsal Jaghire to Kummer-ud-Dien Khan and relations - - - - -			70,000	0
Remains to the Nizam, Canterai Pagodas			5,37,332	1¼

SCHEDULE

SCHEDULE C.

Districts ceded to Maha Rajah Mysoor Kishna Rajah Oodiaver Behauder.

A.D. 1799
The Nizam.

Talooks belonging to Seringapatam:

	C. Pagodas.	F.	C. Pagodas.	F.
Puttun Attorkrun - - - - -	11,000	0		
Mysore Attorkrun or Rehmut Nazeer -	11,500	0		
Nuzzer Bar - - - - - -	14,000	0		
Hurdunhully - - - - -	15,000	0		
Periapatam - - - - -	6,200	0		
Muddoor - - - - - -	13,200	0		
Hetghur Dewancotah - - -	8,000	0		
Betudapoor - - - - -	7,000	0		
Tyoor - - - - - -	8,000	0		
Yelandoor - - - - - -	10,000	0		
Malwelly (Yulinahabad) - - -	9,000	0		
Tulkar Sosilah - - - - -	8,100	0		
Nursipoor - - - - - -	10,200	0		
Yertoorah - - - - - -	7,200	0		
Bailoor - - - - - -	15,700	0		
Arkulgoor - - - - - -	4,300	0		
Chinipatam - - - - -	12,100	0		
Bullum (Mungirabad) - - -	10,000	0		
Hussen - - - - - -	7,900	0		
Honawully - - - - -	9,400	0		
Nagmungul - - - - -	4,700	0		
Belloor - - - - - -	3,100	0		
Maharage Droog - - - -	10,000	0		
Gram - - - - - -	3,500	0		
Ramgheery - - - - -	7,400	0		
Turkarumb - - - - -	7,400	0		
Ahmudnugger Chickloor - - -	10,000	0		
Kurp - - - - - -	12,000	0		
Carried over -	2,55,900	0		

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	C. Pagodas.	F.	C. Pagodas.	F.	
Tornoy Khaira - - - - - -	9,000	0			
Coonydghul - - - - - -	5,008	9			
Hoolioordroog - - - - - -	4,000	0			
Kirkairy - - - - - - -	4,065	0			
Chennyputtan - - - - - -	9,138	0			
Nooggairly - - - - - -	3,000	0			
Mairlatesh and Kishmagepoor - -	6,100	0			
Sucknyputtan - - - - - -	6,200	0			
Banorawar, Guradungilly and Hanenhelly	10,000	0			
Boodihall - - - - - - -	7,000	0			
Nidghul - - - - - - -	6,000	0			
Pasghur - - - - - - -	10,000	0			
Hagulwary - - - - - -	12,000	0			
Goomnaipollum - - - - - -	10,000	0			
Bangalore - - - - - - -	55,000	0			
Mâgry - - - - - - -	8,400	0			
Mudgeny - - - - - - -	36,000	0			
Coorjgherry - - - - - -	4,000	0			
			4,60,811	9	0
Cankanhelly - - - - - -	8,900	0			
Nulwung and Doorbillah - - -	16,000	0			
Anicul - - - - - - -	10,300	0			
Byroodroog - - - - - -	4,000	0			
Hyboor - - - - - - -	7,000	0			
Dewanhelly - - - - - -	20,045	0			
Ootradroog - - - - - -	5,000	0			
Chinroydroog - - - - - -	8,000	0			
Toomkoor and Deoroy - - -	18,000	0			
Nidgegul and Macklydroog - - -	16,000	0			
Kundykeera and Chullnaighelly - -	16,000	0			
Chota Balapoor - - - - - -	80,000	0			
Colar - - - - - - -	80,000	0			
Jungumcotah - - - - - -	13,000	0			
Chuckmoogalum - - - - -	8,134	4			
Kudoor - - - - - - -	7,129	7¾			
			3,17,509	1¾	0
Carried forward - -			7,78,321	¾	0

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The Nizam.

	C. Pagodas.	F.		C. Pagodas.	F.	
Brought forward - -				7,78,321	0¼	0
Serra (remainder of):						
Serra and Amrapoor - - - - -	55,000	0				
Hoosuttah - - - - - - -	50,754	0				
Burra Balapoor - - - - - -	44,000	0				
				1,49,754	0	0
Nuggur above Ghaut:						
Kusbah - - - - - - -	29,145	4½	2			
Coolydroog - - - - - -	28,818	0½	2			
Koompsee - - - - - - -	8,094	2⅓	0			
Kope - - - - - - -	22,864	5¼	2			
Wasthara - - - - - - -	6,818	9	0			
Eckairy and Sâgur - - - - -	39,411	0½	2			
Ghooty (Hoably) - - - - -	11,006	8¼	0			
Surbtowanundy - - - - - -	10,458	0¾	2			
Terryanwitty - - - - - -	17,424	0	0			
Shikârpoor - - - - - -	11,774	0¾	0			
Annuntapoor - - - - - -	10,191	9½	0			
Lakouly-dânwass - - - - -	11,629	6½	1			
Oodgunny - - - - - -	13,614	1¼	0			
Iimoga - - - - - - -	16,883	5	0			
Hoolighonore - - - - - -	6,583	5½	1			
Biddery - - - - - - -	10,835	5	2			
Chingeery Beswapatam - - -	22,091	1¾	3			
Turrykeerah - - - - - -	14,076	4¼	2			
Azimpor - - - - - - -	10,696	2¾	3			
				3,02,417	6	6
Chittledroog (remainder of) 12 Talooks:						
Kusbah - - - - - - -	20,874	7¾	1			
Beem-sumendar - - - - -	12,148	4	2			
Dodiary - - - - - - -	12,984	9½	0			
Husdroog - - - - - - -	11,936	2¾	3			
Muttoor - - - - - - -	10,392	3½	2			
Murkal Murroo - - - - - -	12,662	9¼	3			
Tullick - - - - - - -	11,854	0¼	0			
Burm Sagur - - - - - -	10,163	6¼	0			
Kunkopah - - - - - - -	12,542	0½	2			
				1,15,559	4¼	13
Carried forward				13,46,053	1	7

A.D. 1799
The Nizam.

	C. Pagodas.	F.		C. Pagodas.	F.	
Brought forward - -				13,46,053	1	7
Bilchoor - - - - - - -	10,683	1¼	2			
Hinoor - - - - - - -	10,010	0	2			
Goodycotah - - - - - -	11,330	5½	3			
				33,023	6	10
				13,79,076	8	1
Deduct, two Pergunnahs of Hurdunbilly, *viz.* Talmal and Talwaddy, included in the Company's share - -				5,000	0	0
Canterai Pagodas				13,74,076	8	1

SCHEDULE D.

The Paishwah's Share.

Harponelly (6 Talooks) - - - - - - -			1,10,030	8¼	0
Soonda (above the Ghauts) - - - - - - -			59,377	0	0
Annagoondy - - - - - - - - -			60,101	0	0
From Chittledroog two Talooks, *viz.*					
Holubkaira - - - - - - -	11,425	4½			
Mycoonda - - - - - - -	12,226	9¼			
			23,652	3	0
From Bidnore one Talook, *viz.*					
Hurryhur - - - - - - - - -			10,796	0	0
Canterai Pagodas			2,63,957	3¼	0

Ratified at Hyderabad by his Highness the Nizam,
on the 13th day of July, Anno Domini 1799.

(*Signed*) J. A. KIRKPATRICK,
Resident.

SEPARATE

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Separate Articles *of the Treaty with the* **Nizam.**

Separate Articles *appertaining to the Treaty of Mysore, concluded on the 22d of June 1799 (corresponding to the 17th of Mohurrum Anno Higeræ 1214) between the Honorable* English East-India Company Behauder, *and the* Nabob Nizam-ud-Dowlah Asoph Jah Behauder. A.D. 1799 The Nizam.

ARTICLE I.

With a view to the prevention of future altercations, it is agreed between his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder and the Honorable English East-India Company Behauder, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultaun, or the personal Jaghire of Meer Kummer-ud-Dien Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

ARTICLE II.

And it is further agreed between the contracting parties, that in the event provided for by the eighth article of the Treaty of Mysore, two-thirds of the share reserved for Row Pundit Purdhaun Behauder shall fall to his Highness the Nabob Nizam-ud-Dowlah Asoph Jah Behauder, and the remaining third to the Honorable English East-India Company Behauder.

The Nizam's Seal.

Ratified at Hyderabad, by his Highness the Nizam, on the 13th day of July, Anno Domini 1799.

(Signed) J. A. Kirkpatrick, *Resident.*

A true Copy,

(Signed) G. Buchan, *Sub-Secretary.*

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No. XXI.

Subsidiary Treaty *with the* Rajah of Mysore, 1799.

A.D. 1799
The Rajah of Mysore.

A Treaty *of perpetual Friendship and Alliance, concluded on the one Part by his Excellency* Lieutenant General George Harris, *Commander in Chief of the Forces of his Britannic Majesty and of the English East-India Company Behauder in the Carnatic and on the Coast of Malabar, the* Honorable Colonel Arthur Wellesley, *the* Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, *and* Lieutenant Colonel Barry Close, *on Behalf and in the Name of the Right Honorable* Richard Earl of Mornington, K. P. *Governor General for all Affairs, civil and military, of the British Nation in India, by virtue of full Powers vested in them for this Purpose by the said* Richard Earl of Mornington, *Governor General; and on the other Part by* Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, Rajah of Mysoor.

Whereas it is stipulated, in the Treaty concluded on the 22d of June, 1799, between the Honorable English East-India Company Behauder, and the Nabob Nizam-ud-Dowlah Asoph Jah Behauder, for strengthening the alliance and friendship subsisting between the said English East-India Company Behauder, his Highness Nizam-ud-Dowlah Asoph Jah Behauder, and the Peshwa, Row Pundit Purdham Behauder, and for effecting a settlement of the territories of the late Tippoo Sultaun, that a separate Government shall be established in Mysoor, and that his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder shall possess certain territories, specified in Schedule C. annexed to the said Treaty, and that, for the effectual establishment of the Government of Mysore, his Highness shall be assisted with a suitable subsidiary force, to be furnished by the English East-India Company Behauder; wherefore, in order to carry the said stipulations into effect, and to encrease and strengthen the friendship subsisting between the said English East India Company and the said Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, this Treaty is concluded by Lieutenant General George Harris, Commander in Chief of the Forces of his Britannic Majesty and of the said English East-India Company Behauder in the Carnatic and on the Coast of Malabar, the Honorable Colonel Arthur Wellesley,

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the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honorable Richard Earl of Mornington, Governor General aforesaid, and by his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, which shall be binding upon the contracting parties as long as the sun and moon shall endure.

A.D. 1799

The Rajah of Mysore.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both.

ARTICLE II.

The Honorable East-India Company Behauder agrees to maintain, and his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder agrees to receive, a military force, for the defence and security of his Highness's dominions; in consideration of which protection, his Highness engages to pay the annual sum of seven lacks of Star Pagodas to the said East-India Company, the said sum to be paid in twelve equal monthly instalments, commencing from the 1st of July, Anno Domini 1799. And his Highness further agrees, that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company.

ARTICLE III.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any state or power, his said Highness Maha Rajah Mysore Kistna Rajah Oodiaver Behauder, agrees to contribute towards the discharge of the increased expence incurred by the augmentation of the military force, and the unavoidable charges of war, such a sum as shall appear to the Governor General in Council of Fort William, on an attentive consideration of the means of his said Highness, to bear a just and reasonable proportion to the actual net revenues of his said Highness.

ARTICLE IV.

And whereas it is indispensably necessary, that effectual and lasting security hould be provided against any failure in the funds destined to defray either the expences of the permanent military force in time of peace, or the extraordinary expences described in the third article of the present Treaty, it is hereby stipulated and agreed between the contracting parties, that whenever the Governor General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor General in Council shall be at liberty, and shall have full power and right, either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch

and

A.D. 1799

The Rajah of Mysore.

and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Behauder such part or parts of the territorial possessions of his Highness Maha Rajah Mysore Kistna Rajah Oodiaver Behauder, as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE V.

And it is hereby further agreed, that whenever the said Governor General in Council shall signify to the said Maha Rajah Mysore Kishna Rajah Oodiaver Behauder, that it is become necessary to carry into effect the provisions of the fourth article, his said Highness Maha Rajah Mysore Kishna Rajah Oodiaver Behauder shall immediately issue orders to his Aumils, or other officers, either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth article, or for placing the territories required under the exclusive authority and controul of the English Company Behauder. And in case his Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever, and so long as any part or parts of his said Highness's territories shall be placed, and shall remain under the exclusive authority and controul of the said East-India Company, the Governor General in Council shall render to his Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever, shall his Highness's actual receipt, or annual income, arising out of his territorial revenue, be less than the sum of one lack of Star Pagodas, together with one-fifth of the net revenues of the whole of the territories ceded to him by the fifth article of the Treaty of Mysore: which sum of one lack of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East-India Company engages, at all times and in every possible case, to secure and cause to be paid for his Highness's use.

ARTICLE VI.

His Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder engages, that he will be guided by a sincere and cordial attention to the relations of peace and amity, now established between the English Company Behauder and their allies, and that he will carefully abstain from any interference in the affairs of any state in alliance with the said English Company Behauder, or of any state whatever. And for securing the object of this stipulation, it is further stipulated and agreed, that no communication or correspondence, with

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with any foreign state whatever, shall be holden by his said Highness, without the previous knowledge and sanction of the said English Company Behauder. A.D. 1799

The Rajah of Mysore.

ARTICLE VII.

His Highness stipulates and agrees, that he will not admit any European foreigners into his service, without the concurrence of the English Company Behauder; and that he will apprehend and deliver up to the Company's Government all Europeans, of whatever description, who shall be found within the territories of his said Highness, without regular passports from the Company's Government, it being his Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE VIII.

Whereas the complete protection of his Highness's said territories requires that various fortresses and strong places, situated within the territories of his Highness, should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder engages, that the said English Company Behauder shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places, within his said Highness's territories, as it shall appear to them adviseable to take charge of.

ARTICLE IX.

And whereas, in consequence of the system of defence which it may be expedient to adopt, for the security of the territorial possessions of his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, it may be necessary that certain forts and strong places, within his Highness's territories, should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed, that the English East-India Company Behauder shall be the sole judges of the necessity of any such alterations in the said fortresses: and it is further agreed, that such expences as may be incurred on this account, shall be borne and defrayed, in equal proportions, by the contracting parties.

ARTICLE X.

In case it shall become necessary, for enforcing and maintaining the authority and government of his Highness in the territories now subjected to his power, that the regular troops of the English East-India Company Behauder should be employed, it is stipulated and agreed, that upon formal application being made for the service of the said troops, they shall be employed in such manner as to the said Company shall seem fit; but it is expressly understood by the contracting parties, that this stipulation shall not subject the troops of the English East-India Company Behauder to be employed in the ordinary transactions of revenue.

 ARTICLE

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A.D. 1799
The Rajah of Mysore.

ARTICLE XI.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultaun, his said Highness agrees to enter into the immediate discussion of this point, and to fix the amount of the funds (as soon as the necessary information can be obtained) to be granted for this purpose, in a separate article, to be hereafter added to this Treaty.

ARTICLE XII.

Lest the garrison of Seringapatam should, at any time, be subject to inconvenience, from the high price of provisions and other necessaries, his Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder agrees, that such quantities of provisions, and other necessaries, as may be required for the use and consumption of the troops composing the said garrison, shall be allowed to enter the place, from all and every part of his dominions, free of any duty, tax, or impediment whatever.

ARTICLE XIII.

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions, as shall be mutually beneficial to the subjects of both governments, and to conclude a Commercial Treaty for this purpose, with as little delay as possible.

ARTICLE XIV.

His Highness Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder hereby promises to pay at all times, the utmost attention to such advice as the Company's Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of his Highness's interests, the happiness of his people, and the mutual welfare of both states.

ARTICLE XV.

Whereas it may hereafter appear, that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company Behauder and to his Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties, that in all such cases they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion.

ARTICLE

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ARTICLE XVI.

A.D. 1799 — The Rajah of Mysore.

This Treaty, consisting of sixteen articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3d of Suffur, Anno Higeræ 1214, and to the 7th of the month Assar, of the 1721st year of the Saliwund æra) settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency, Lieutenant General George Harris, Commander in Chief of the Forces of his Britannic Majesty, and of the Honorable English East-India Company Behauder, in the Carnatic and on the Coast of Malabar, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, with the Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder; the aforesaid gentlemen have delivered to the said Maha Rajah one copy of the same, in English and Persian, sealed and signed by them, and his Highness Maha Rajah has delivered to the gentlemen aforesaid another copy, also in Persian and English, bearing his seal, and signed by Luchuma, widow of the late Kistna Rajah, and sealed and signed by Purnia, Dewan to the Maha Rajah Kistna Rajah Oodiaver. And the aforesaid gentlemen have engaged to procure and to deliver to the said Maha Rajah, without delay, a copy of the same, under the seal and signature of the Right Honorable the Governor General, on the receipt of which by the said Maha Rajah the present Treaty shall be deemed complete and binding on the Honorable the English East-India Company and on the Maha Rajah Mysoor Kistna Rajah Oodiaver Behauder, and the copy of it now delivered to the said Maha Rajah shall be returned.

Witnessed,

(Signed) Edward Golding,
Assistant Secretary.

○ *(Seal of the Maha Rajah)*

and the

○ *(Ranie's Signature)*

○ *(Seal and Signature of Purneah.)*

A true Copy,

(Signed) G. Buchan,
Sub-Secretary.

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No. XXII.

TREATY *with the* Rajah of Tanjore, 1799.

A.D. 1799 — The Rajah of Tanjore.

TREATY *for cementing the Friendship and Alliance between the* Honorable Company *and his Excellency the* Rajah of Tanjore, *and for establishing the Government of Tanjore on a permanent Foundation.*

Whereas the stipulations and conditions of the Treaty of 1792, concluded between the Honorable Sir Charles Oakeley, Baronet, Governor in Council of Fort St. George, and his Excellency Ameer Sing, late Rajah of Tanjore, have been found inadequate to the intentions of the contracting parties; and whereas his Excellency Maha Rajah Serfogee, Rajah of Tanjore, has, by a certain instrument under his signature, previous to his elevation to the Musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjore, particularly for the due administration of justice, and also for securing to the Honorable English East-India Company a regular discharge of their existing and future demands on Tanjore; wherefore the present Treaty is concluded, between his Excellency Serfogee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esq. Resident at Tanjore, on behalf of the Company, being invested with full powers by the Right Honorable the Earl of Mornington Behauder, Governor General of Bengal, according to the following articles.

ARTICLE I.

Such parts of all former Treaties with the former Rajah of Tanjore, as are intended to establish the Friendship and Alliance between the Honorable Company and his Excellency the Rajah of Tanjore, are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

ARTICLE II.

The several provisions heretofore established, for enabling the contracting parties to carry the spirit and intention of the preceding article into execution, having proved defective, and the result of an enquiry, instituted by the authority of the Right Honorable the

the Governor General in Council, with the previous written consent of his Excellency Maha Rajah Serfogee, for the purpose of ascertaining the actual state and condition of the country of Tanjore, having proved that it is become indispensably necessary to establish a regular and permanent system for the better administration of the revenues of the said country, it is stipulated and agreed, that all former provisions for securing a partial or temporary interference, on the part of the Honorable Company in the government or in the administration of the revenues of the country of Tanjore, shall be entirely annulled, and that, in lieu thereof, a permanent system for the collection of the revenue, and for the administration of justice, shall be established, in the manner hereafter described. A.D. 1799 The Rajah of Tanjore.

ARTICLE III.

The Honorable Company shall be at liberty, as soon as possible, to ascertain, determine, and establish rights of property, and to fix a reasonable assessment upon the several Soubahs, Pergunnahs, and villages of the country of Tanjore, and to secure a fixed and permanent revenue; and the said assessment, so ascertained and fixed, shall not be liable to change, but shall be collected according to fixed rent rolls, by such officers as shall be appointed for that purpose.

ARTICLE IV.

A court, or courts, shall be established, for the due administration of civil and criminal justice, under the sole authority of the English East-India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall, in no instance whatever, be subject to the controul, authority, or interference of the said Rajah, but shall be conducted according to such ordinances and regulations (framed with due regard to the existing laws and usages of the country) as shall, from time to time, be enacted and published by the said Governor in Council.

ARTICLE V.

The revenues shall be collected according to the rates of assessment to be established by the third article by the said Governor in Council for that purpose, and the said Rajah shall exercise no controul whatever, nor in any manner interfere in the administration of the said revenues.

ARTICLE VI.

Whereas it is stipulated and agreed, by the fifth article of the Treaty of 1792, that the payment to be made to the Honorable Company, by his Excellency the Rajah, shall amount to five lacks seventy-four thousand two hundred and eighty-five Pagodas per annum, under the different denominations of subsidy, Peishcush, public and private debts, it is now stipulated and agreed, that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter

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A.D. 1799
The Rajah of Tanjore.

hereafter provided; the said Company charging themselves with the payment of that part of the registered private debt, which has not already been transferred to their account.

ARTICLE VII.

In lieu of the said stipulations in the fifth article of the Treaty of 1792, it is hereby stipulated and agreed, that his Excellency the Rajah shall, in all cases, receive annually one lack of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lack of Star Pagodas, his Excellency shall receive a proportion of one-fifth, to be calculated on the remainder of the net revenue, after deducting all charges of collection, of whatever description, the charge specified in the following article.

ARTICLE VIII.

It is stipulated and agreed, that the sum of twenty-five thousand Star Pagodas shall, in all cases, be appropriated to the support of the late Rajah Ameer Sing, and shall be considered as a charge on the revenue to be deducted, previous to the calculation of the proportion of one-fifth above-mentioned. The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company.

ARTICLE IX.

It is stipulated and agreed, that the Rajah shall be treated, on all occasions, in his own territories as well as in those of the Company, with all the attention, respect, and honor, which is due to a friend and ally of the British Nation.

ARTICLE X.

Whereas his Excellency the Rajah has had occasion to complain of inconvenience to his Excellency and his servant, from the present mode of garrisoning his Excellency's hereditary fort of Tanjore by a part of the Honorable Company's troops, it is stipulated and agreed, with a view to the accommodation and satisfaction of his Excellency, that the said fort of Tanjore shall be evacuated by the Company's troops entirely, and that his Excellency shall be at full liberty to garrison the said fort, in such manner as to him shall seem fit. Provided always, that in the event of an invasion of the territories of the Company or of their Allies, or in the event of any failure in the due performance of the engagement contracted by his Excellency the Rajah, the said Company shall again have power to occupy the said fort, as a military post, for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort, as soon as the reasons for not re-occupying it shall no longer exist.

ARTICLE XI.

His Excellency the Rajah stipulates and agrees, that the said fort shall, in no case whatever, become an asylum for public offenders, or for persons desirous of escaping from the

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the jurisdiction of the courts of civil and criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company; and his Excellency the Rajah further agrees to deliver up all such persons, without delay, on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose. A.D 1799 The Rajah of Tanjore.

ARTICLE XII.

In complaints brought before any of the courts of justice, in which it shall appear, either by the application of the Rajah or the representation of the defendants, at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations, or servants, or dependants of his Excellency, or inhabitants usually resident within the fort of Tanjore, it is stipulated and agreed, that such parties shall, in the first instance, be referred for justice to the Rajah, or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or others, residing in the fort of Tanjore, by persons of a different description, shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to his Excellency. The Rajah hereby engages to order an immediate investigation to be made in his court of the justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, his Excellency engaging to bring it to a direct issue, and to carry the sentence or award, if unfavorable to his relation or servant, into immediate execution.

ARTICLE XIII.

In order that his Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory hereby subjected to the management of the Company, his Excellency shall be at liberty to inspect the accounts of the head Cutcherry or collector's treasury, from time to time, or to station a Vakeel, or accountant, at his own expense, for the purpose of taking and transmitting to his Excellency copies of any or of all the accounts which shall be recorded in the head Cutcherry, or treasury of the collector.

ARTICLE XIV.

Whereas a certain annual Peishcush, amounting to two thousand Chuckrums, is payable by the Danish Government of Tranquebar, for lands held of the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed, that the said Peishcush shall continue to be received by his Excellency the Rajah, without any deduction from his Excellency's proportion of the revenue, as herein-before stipulated.

ARTICLE XV.

And whereas it is necessary to the convenience and comfort of his Excellency the Rajah, that certain supplies of rice, gram, and other grain, should be supplied for the use of his Excellency, the Company bind themselves to furnish the said supplies, as often

as

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A.D. 1799 — The Rajah of Tanjore.

as the Rajah shall find it necessary to apply for this purpose, his Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time being.

This Treaty, consisting of fifteen articles, being settled this day, the 25th October 1799, corresponding to the 12th of Alpeshy, in the year Sedhartey, by Benjamin Torin, Esq. on the part of and in the Name of the Right Honorable Richard Earl of Mornington, Governor General aforesaid, and by his Excellency Maha Rajah Serfogee Rajah, on his own part, the said Benjamin Torin, Esq. has delivered to his Excellency Maha Rajah Serfogee Rajah one copy of the same, signed and sealed by himself, and his Excellency Maha Rajah Serfogee has delivered to Benjamin Torin, Esq. another copy of the same, sealed and signed by himself; and Benjamin Torin, Esq. engages, that the said Treaty shall be ratified by the Right Honorable the Governor General, under his seal and signature, within forty-five days from the date hereof.

(Signed) SRI RAMPRETAUP, (LS)

A true Copy,
(Signed) BENJAMIN TORIN,
Resident at Tanjore.

No. XXIII.

A.D. 1800 — Omdut-ul-Omrah.

ARTICLES *of* AGREEMENT *for the Adjustment of* the Desh Cavelly *and* Talem Cavelly *of the Province of* Tinnevelly, 1800.

Whereas the Polygars and Cavilcarrahs of the province of Tinnevelly have been subjected to the exclusive authority of the Honorable Company; and whereas the performance of the duties, and the collection of the fees attached to the offices of Desh Cavelly and Talem Cavelly, within the districts still subject to the authority of his Highness the Nabob of the Carnatic, in the said province of Tinnevelly, have been attended with inconvenience to the executive Government of his said Highness in the said province; and whereas it is the earnest desire of the Right Honorable Edward Lord Clive, Governor of Fort St. George, &c. to comply with the wishes of his said Highness, for promoting the welfare

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welfare and tranquillity of his possessions in the province off Tinnevelly; it is mutually agreed, between his said Highness the Nabob of the Carnatic, &c. and the said Right Honorable Edward Lord Clive, &c. that the right of collecting Desh Cavelly and Talem Cavelly, in villages now subject to the Government of his said Highness, shall be entirely relinquished by the Cavelcarrahs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said Cavelcarrahs, for the losses which they will in consequence sustain.

In consideration whereof, the Nabob of the Carnatic, &c. agrees to relinquish all claims to the performance of the watching duties, and to compensation for theft or losses in the villages situated as abovementioned; and his said Highness farther agrees to make full compensation, to be regularly paid in ready money, at the Company's treasury, for the amount of the actual loss sustained by the Company, by relinquishing the Cavelly fees.

It is farther mutually agreed, that the accounts of the Cavelly fees shall, with all convenient expedition, be investigated, to the end that, after deducting the amount of the charges of collecting the said fees, as well as of the losses incidental to the performance of the watching duties, within the villages subject to his Highness the Nabob, the residue may be paid by his Highness to the Company, being the acknowledged and ancient right of the Polygars and Cavelcarrahs, transferred by the Treaty of 1792 to the authority of the Company. But whereas this investigation will be attended with delay and injury to the said Nabob of the Carnatic, it is agreed, that immediate orders shall be sent by the said Edward Lord Clive to the Company's collector of Polygar Peishcush, for discontinuing the collection of Cavelly fees in the villages above described, to be under the authority of his said Highness, his said Highness binding himself, in consequence, to pay the amount, which the said Lord Clive, on a just consideration of the Company's revenue accounts, shall determine to be a just compensation for relinquishing the Cavelly fees.

Done in Fort St. George, this 26th day of August, 1800, by order of the Right Honorable the Governor in Council.

(Signed) J. Webbe,
Chief Secretary to Government.

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No. XXIV.

Treaty *with* Azeem-ul-Dowlah, 1801.

A.D. 1801
Azeem-ul-Dowlah.

Treaty *for settling the Succession to the* Soubahdarry *of the Territories of* Arcot, *and for vesting the Administration of the Civil and Military Government of the* Carnatic Payen Ghaut *in the* United Company of Merchants of England trading to the East-Indies.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East-Indies, and their Highnesses heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nabob Walajah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787, with the view, and on the consideration of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved, that the intention of the contracting parties has not been fulfilled, by the provisions of any of the Treaties heretofore concluded between them; and whereas the Musnud of the Soubahdarry of Arcot having become vacant, the Prince Azeem-ul-Dowlah Behauder has been established by the English East-India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic; and whereas the said Company and his Highness the said Prince Azeem-ul-Dowlah Behauder have judged it expedient, that additional provisions should, at this time, be made, for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security, in all times to come; wherefore the following Treaty is now established and concluded, by the Right Honourable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of his Excellency the Most Noble the Marquis Wellesley, K. P., Governor General in Council of all the British Possessions in the East-Indies, on behalf of the said United Company, on the one part, and by his Highness the Nabob Walajah Ameer-ul-Dowlah Madar-ul-Mulk Ameer-ul-Hind Azeem-ul-Dowlah Behauder Shawkut

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Shawkut Jung Sepah Salar Nabob Soubahdar of the Carnatic, on his own behalf, on the other part, for settling the succession to the Soubahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East-Indies. A.D. 1801 Azeem-ul-Dowlah.

ARTICLE I.

The Nabob Azeem-ul-Dowlah Behauder is hereby formally established in the state and rank, with the dignities dependant thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honorable East-India Company to his said Highness Azeem-ul-Dowlah Behauder, who has accordingly succeeded to the Soubahdarry of the territories of Arcot.

ARTICLE II.

Such parts of the Treaties heretofore concluded between the said East-India Company and their Highnesses, heretofore Nabobs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE III.

The Honorable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nabob Azeem-ul-Dowlah Behauder; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English Nation, the said Nabob Azeem-ul-Dowlah stipulates and agrees, that he will not enter upon any negociation or correspondence with any European or Native Power, without the knowledge and consent of the said English Company.

ARTICLE IV.

It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity) shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nabob, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature.

ARTICLE V.

It is hereby stipulated and agreed, that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nabob and

 of

A.D. 1801
Azeem-ul-Dowlah.

of his own immediate family, including the Mahal of his late Highness the Ameer-ul-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur, affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year, shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nabob, consistently with the principles of the said alliance.

ARTICLE VI.

The fifth part of the revenues, as stated in the preceding article, shall be calculated and determined in the following manner, *viz.* all charges, of every description, incurred in the collection of the revenues, the amount of the Jaghire lands, stated in the ninth article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahommed Ally, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the Polygar Peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nabob, and for the support of his Highness's dignity.

ARTICLE VII.

Whereas it was stipulated by the fourth article of the Treaty of 1792, that the sum of six lacks twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts, due by the late Nabob Mahomed Ally to his private creditors, under agreements concluded between his Highness and the Honorable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated, the Honorable English Company, accordingly, hereby, charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE VIII.

Whereas certain debts are due to the said Company by the ancestors of the said Nabob, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob, that an adjustment should be made of the afore-mentioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting, with its interest, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed Schedule) to be just

debts;

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debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said uuadjusted debts have not been determined according to that intention, the said Nabob hereby engages, that whenever the said determination shall be made, his Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not, however, the intention of this article, to cause any diminution from the fifth part payable to the said Nabob, but, on the contrary, it is specified, that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth article, previously to the determination of his Highness's proportion. A.D. 1801 Azeem-ul-Dowlah.

ARTICLE IX.

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of his late Highness's Government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nabob, in such manner as shall be judged proper.

ARTICLE X.

The said Nabob Azeem-ul-Dowlah Behauder shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to his Highness's rank and situation, as an ally of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of his said Highness's person and palace.

ARTICLE XI.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, his said Highness engages not to entertain or employ in his service any armed men, without the consent of the British Government, who will fix, in concert with his Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as his Highness may, in consequence of this article, engage in his service, shall be paid at the exclusive cost and charge of the said Nabob.

ARTICLE XII.

The Honorable East-India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and his said Highness the Nabob shall issue orders to all his civil and military officers, to transfer the district or districts, under their respective charge, to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers, belonging to their respective Cutcherries or offices.

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A.D. 1801
Azeem-ul-Dowlah

This Treaty, bearing date the 31st day of July, Anno Domini 1801, and consisting of twelve articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and his Highness Azeem-ul-Dowlah Behauder on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by his Excellency the most Noble the Marquis Wellesley, K. P., Governor General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to his said Highness, who will then return to his Lordship the copy which he now receives.

(Signed) CLIVE,
J. STUART,
WM. PETRIE,
E. W. FALLOFIELD.

By the Right Honorable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

SCHEDULE

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to his Highness the Nabob's Creditors, on account of his consolidated debt of 1777 - - - Star Pagodas		26,47,381
Deduct:		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy, in the Fusly years 1200 and 1201 - - -	8,29,481	
Interest at six per cent. for four years and a half - -	2,23,960	
		10,53,441
Balance due by the Nabob - - -		15,93,940
Add:		
Interest for four years and eleven months, at six per cent. - - -		4,70,211
Actual Balance - Star Pagodas		20,64,151

(Signed) CLIVE,
J. STUART,
WM. PETRIE,
E. W. FALLOFIELD.

By the Right Honorable the Governor in Council,

(Signed) J. WEBBE,
Chief Secretary to Government.

A true Copy,

(Signed) J. WEBBE,
Chief Secretary to Government.

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Separate Explanatory Articles.

SEPARATE EXPLANATORY ARTICLES *annexed to the Treaty for settling the Succession to the Soubahdarry of the Territories of* Arcot, *and for vesting the Administration of the Civil and Military Government of the* Carnatic Payenghaut *in the* United Company of Merchants of England trading to the East-Indies. A.D. 1801 Azeem-ul-Dowlah

ARTICLE I.

Whereas it is stipulated by the fifth article of the Treaty, that the sum to be appropriated to the support of the dignity of his Highness the Nabob Azeem-ul-Dowlah Behauder shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues, which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the fifth article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth article of the Treaty, shall exceed the sum of twenty-five lacks of Star Pagodas, then and in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after the previous communication to his Highness the Nabob Azeem-ul-Dowlah.

ARTICLE II.

Whereas it is stipulated in the sixth article of the Treaty, that the sum of 2,13,421 Pagodas on account of Jagheer, and the sum of 6,21,105 Pagodas on account of the private debts of the Nabob Mahomed Ally, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to his Highness the Nabob, it is nevertheless hereby explained, that it shall not be incumbent on the Honorable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and on the extent of the provision to be made, according to the ninth article of the Treaty, for the support of the family and principal officers of the Nabob Mahomed Ally, and of the Nabob Omdut-ul-Omrah. And it is farther explained, that notwithstanding the liquidation of the private debt of the Nabob Mahomed Ally, or of the debt due

A.D. 1801
Azeem-ul-Dowlah.

due to the Honorable Company, the said sum of 6,21,105 Pagodas, shall always be deducted from the net revenue, and shall, in no case, be included in the net revenue, previously to the determination of the share to be allotted to his Highness the Nabob Azeem-ul-Dowlah Behauder, it being the intention of the contracting parties, that the said sum of 2,13,421 Pagodas, and the said sum of 6,21,105 Pagodas, shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(*Signed*) CLIVE,
J. STUART,
W. PETRIE,
E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

(*Signed*) J. WEBBE,
Chief Secretary to Government.

A true Copy,
(*Signed*) J. WEBBE,
Chief Secretary to Government.

No. XXV.

TREATY *with the* Rajah of Cochin, 1809.

A.D. 1809
The Rajah of Cochin.

TREATY *of perpetual Friendship and Subsidy between the* Honorable the English East-India Company Behauder *and the* Rajah of Cochin.

Whereas an agreement was concluded, in the year 1790, between the Honorable East-India Company Behauder, and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on specific conditions, as a tributary of the Honorable Company, certain districts therein enumerated; and whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded, which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the states; wherefore the following articles of a new Treaty between the Honorable Company and the Rajah of Cochin have been agreed

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agreed upon and settled by the Resident at Travancore, Lieutenant Colonel Colin Macaulay, being duly vested with authority thereto by the Honorable Sir George Hilaro Barlow, Baronet, Knight of the Most Honorable Order of the Bath, Governor in Council of Fort St. George, on the part of the Honorable East-India Company, and by the Rajah of Cochin, for himself and successors, to be binding upon the contracting parties as long as the sun and the moon shall endure.

A.D. 1809

The Rajah of Cochin.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honorable the East-India Company Behauder engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE II.

In consideration of the stipulations in the preceding article, the Rajah of Cochin agrees to pay annually to the said Honorable Company, in addition to the usual subsidy of one lack (1,00,000) of Rupees, a sum equal to the expence of one battalion of native Infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Rupees 2,76,037; the amount to be payable in six equal Kists, and the payment to commence from the 1st of May 1809. And it is agreed, that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honorable Company, shall be left entirely to the Company.

ARTICLE III.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion, than is stipulated for by the preceding article, the Rajah of Cochin agrees to contribute, towards the discharge of the increased expence thereby incurred, such a sum as shall appear to the Governor in Council of Fort St. George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE IV.

And whereas it is indispensably necessary, that effectual and lasting security should be provided against any failure in the funds destined to defray, either the expences of the permanent military force in time of peace, or the extraordinary expences described in the third article of the present Treaty, it is hereby stipulated and agreed between the contracting parties, that whenever the Governor in Council of Fort St. George shall have reason to apprehend such failure in the funds so destined, the said Governor in Council shall be at liberty, and shall have full power and right, either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of

 Cochin,

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A.D. 1809 The Rajah of Cochin. Cochin, or to assume and bring under the direct management of the servants of the said Company Behauder, such part or parts of the territorial possessions of the Rajah of Cochin, as shall appear to him, the said Governor in Council, necessary to render the funds efficient and available, either in time of peace or war.

ARTICLE V.

And it is hereby further agreed, that whenever the said Governor in Council shall signify to the said Rajah of Cochin, that it is become necessary to carry into effect the provisions of the fourth article, the said Rajah shall immediately issue orders to his Kariacars, or other officers, either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth article, or for placing the territories required under the exclusive authority and control of the English Company Behauder; and in case the said Rajah shall not issue such orders, within ten days from the time when the application shall have been formally made to him, then the said Governor in Council thall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part, or parts, of the said Rajah's territories shall be placed, and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed. Provided also, that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenue, be less than the sum of thirty-five thousand Rupees, together with one-fifth part of the nett revenues of the whole of his territories; which sum of thirty-five thousand Rupees, together with the amount of one-fifth of the said net revenues, the East-India Company engages, at all times and in every possible case, to secure and cause to be paid for the use of the said Rajah.

ARTICLE VI.

The Rajah of Cochin engages, that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company Behauder and their allies, and that he will carefully abstain from any interference in the affairs of any state in alliance with the said English Cpmpauy Behauder, or of any state whatever: and for securing the object of this stipulation it is further stipulated and agreed, that no communication or correspondence, with any foreign state whatever, shall be holden by the said Rajah, without the previous knowledge and sanction of the said English Company Behauder.

ARTICLE

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The Rajah of Cochin.

ARTICLE VII.

The Rajah of Cochin stipulates and agrees, that he will not admit any European foreigners into his service, without the concurrence of the English Company Behauder, and that he will apprehend and deliver to the Company's Government all Europeans, of whatever description, who shall be found within the territories of the said Rajah, without regular passports from the English Government, it being the said Rajah's determined resolution, not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE VIII.

Whereas the complete protection of the said Rajah's territories may require, that such fortresses as are situated within the said territories should be dismantled or garrisoned, as well in time of peace as of war, by British troops and officers, the said Rajah hereby engages, that the said English Company Behauder shall, at all times, be at liberty to dismantle or garrison, in whatever manner they may judge proper, such fortresses and strong places, within the territories of the said Rajah, as it shall appear to them advisable to take charge of.

ARTICLE IX.

The Rajah of Cochin hereby promises to pay, at all times, the utmost attention to such advice as the English Company shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both states.

ARTICLE X.

This Treaty, consisting of ten articles, being this day, the 6th day of May 1809, settled and concluded, at the palace of Anjekanall, near Cochin, by Lieutenant Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honorable Sir George Hilaro Barlow, Baronet and Knight of the Most Honorable Order of the Bath, Governor in Council of Fort St. George, on the part of the Honorable English East-India Company, and on the other part by the Rajah of Cochin, for himself and successors. The Lieutenant Colonel aforesaid has delivered to the said Rajah one copy of the same, in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant Colonel aforesaid another copy, also in Tamul and English, bearing his seal and signature; and the aforesaid Lieutenant Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same, under the seal and signature of the Honorable the Governor in Council, on the receipt of

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A.D. 1809

The Rajah of Cochin.

which by the said Rajah the present Treaty shall be deemed complete and binding on the Honorable the English East-India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

(*Signed*) G. H. Barlow,
W. Petrie,
T. Oakes,
J. H. Casamaijor.

By the Honorable the Governor in Council:

(*Signed*) A. Falconar,
Chief Secretary to Government.

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TREATIES, &c.

WITH THE

COUNTRY POWERS OF INDIA,

CONCLUDED ON BEHALF OF THE

EAST-INDIA COMPANY

BY THE

GOVERNMENT OF BOMBAY.

No. I.

TREATY *with the* Marattas, *in* 1739.

A.D. 1739 The Marattas

ARTICLES *of* AGREEMENT *between* Stephen Law, *Governor of* Bombay, &c. *on the Part of the Honorable* English East-India Company, *and* Bajeerow Pundit Purdan, *or First Minister of the Most Serene* Sou Rajah, *July*, 1739, *or* 1140 *Gentoo Stile*.

STIPULATIONS *between the Government of* Bajeerow Pundit Purdan, *in the Year* 1140 *of the* Gentoo *Stile*, (Anno Domini 1739), *and the Honorable* Stephen Law, *General of the Port of* Bombay, *delivered to* Captain Inchbird, *his Deputy, in* Bassein.

ARTICLE I.

The English shall only issue passes to the Company's vessels, the merchants or servants dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels: save that, if two or three vessels should accidentally fall into company

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who taking pass from our Goverment, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised

A.D. 1739
The Marattas

company with the English, in such case, Bajeerow's fleet shall not molest them.

chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this state. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

ARTICLE II.

The English, nor their subjects or dependants, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

The English shall not frieght their effects, or those of their jurisdiction, on vessels not having passes from this state; and shall only freight those that have our pass: but in case of such a frieght, through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE III.

The English will not lay any restraint on the inhabitants of other countries, that have taken refuge in Bombay, in the war time, let them be Cooleys, carpenters, or other cast whatever, from returning to their abodes, with their effects and Gallivats.

The English shall lay no restraint on the inhabitants, Cooleys, carpenters, and all casts of people belonging to the jurisdiction of Bassein, up to Demaun, and other places whatever, that retired to Bombay, but shall let them come away with their effects and Gallivats.

ARTICLE IV.

The English will furnish two fighting Gallivats, if required, to give convoy to the fishing Gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing Gallivats, that carry provisions or goods to and from Versova, shall be convoyed in their passage coming and going, between Versova and Mahim, by the English.

ARTICLE

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A.D. 1739
The Marattas

ARTICLE V.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sail-cloth, coir, and others (excepting artillery, balls, powder, and shot) they paying the customary duties. Such things as have not before been used to pay export duty, shall continue free of any, as before. In like manner, Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize, or goods (except artillery, powder, balls, and shells) that the state may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails, and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or Derwalls from the merchants, or the Company; and when exported, they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner, there shall be no impediment given the English, the Company, or their merchants, in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

ARTICLE VI.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portugueze. All the merchants' vessels and fishing Gallivats, belonging to Bajeerow's government, shall have free passage through the said river, and five or ten Seapoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any services, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portugueze, shall be preserved, in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing Gallivats that carry goods to and fro, (except those belonging to our fleet). They shall suffer five or ten Seapoys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

ARTICLE

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A.D. 1739
The Marattas

ARTICLE VII.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other, or more of the sorts, than what they engage to supply Bajeerow's state with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this state, though they may be their friends. In like manner, we will not assist the enemies to the English. All the sorts they supply this state with, they may furnish others, as they please; excepting munitions of war.

ARTICLE VIII.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of either side, taking refuge under either Government, let him be Merchant or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave, he shall be delivered up by force.

ARTICLE IX.

Any vessel belonging to the English or Bajeerow, that shall be driven by stress of weather, or other accidents, for shelter, on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessels shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel, that may have suffered, be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one half shall be restored to the owners, and one half shall remain to the state. In like manner, the effects on board any vessels of our jurisdiction, that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

ARTICLE

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A.D. 1739
The Marattas

ARTICLE X.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a Corse, or a Corse and a half, from Underee on this side.

Our fleet will not harm any vessel, navigating without a pass from this state, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one Corse, or one Corse and an half, from Underee this way.

ARTICLE XI.

Bajeerow's fleet shall, by no means, hurt or molest the fishing Gallivats, or other vessels belonging to the English or their subjects, in their navigation of these seas. In like manner, Bajeerow's fishing Gallivats, and other vessels belonging to him or subjects of his state, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing Gallivats, or other vessels, belonging to Bombay, navigating these seas. In like manner, our fishing Gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE XII.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering, they shall have friendly treatment. In like manner, the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

The fleet of this state shall go in and out of port freely; and if, at any time, it should repair to Bombay for watering, and stay some time there, it shall meet with assistance there. In like manner, we will assist and supply the English fleet arriving at any of our ports.

ARTICLE XIII.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment, on the part of the English, to our own merchant vessels laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the rivers Negotan, Penn, and other ports: but if any such vessel go into Bombay, and unload their goods, they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done such merchant vessels by any power whatever.

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A.D. 1739
The Marattas

ARTICLE XIV.

The merchant vessels belonging to the English and their subjects, shall have free leave to purchase in the rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same, paying the customs; and, on the part of Bajeerow, there shall be no impediment.

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties; and, on the part of this state, no impediment shall be given them.

These fourteen articles shall be observed, without failure.

These fourteen articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July).

No. II.

Treaty *with the* Marattas, *dated the* 12*th of October*, 1756.

A.D. 1756
The Marattas

ARTICLE I.

That the Maratta Government will never permit the Dutch to settle, or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE II.

As an article regarding Mahim river was included in the Treaty, made in the time of the deceased Badjerow, and it having been represented, that the Bundorah Coolies have of late begun to set up new fishing stakes, which they ought not to have done in that river, the Maratta Government do hereby oblige themselves not to permit thereof in future.

ARTICLE III.

As Bancote and Hematgur have been delivered to the Honorable Company, the Marattas do, by these presents, give them the following villages, towards defraying the expences thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession, without further delay, *viz.* Velass Bag, Manly, Veswee, Chepolee, Coodook, Pundarree, Panam, Dasgom, and Comela.

ARTICLE

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ARTICLE IV.

It having been a custom, during the Governments of Angria and the Marattas at Bancote, that the Sciddees received a Chotic, or quarter part of the customs, the Marattas engage to satisfy the Sciddee in this particular, and that the Honorable Company do not meet with any embarrasment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Sciddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these articles, concerning the delivory of Ghereah.

ARTICLE V.

Customs are to be levied by the Marattas, on goods which pass up the river of Bancote, only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bancote.

ARTICLE VI.

As Dasgom is a pass for the Verjarrahs, or country merchants, the Marattas engage, that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual Nickolla.

ARTICLE VII.

All such subjects and inhabitants of Bancote, Hematgur, and its dependencies, as, on account of the dispute with Angria, retired to the Maratta territories, shall, if they are content so to do, be allowed to return to the English, without any impediment from the Maratta Government; and others that, in future, may leave the English, are to be permitted to return again, if agreeable to them, in the manner above-mentioned: and such subjects as shall leave the Maratta Government, and retire to Bancote, shall have liberty to return to the Marattas again, on their agreeing with them, and in such case the English will not impede them.

ARTICLE VIII.

The Marattas may export from the river of Bancote, annually, for the use of their southern forts, &c. grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bancote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, &c. as they may want for the use of their Sircar or Government: and in consideration thereof, the Honorable Company's goods, to the amount of one hundred and fifty thousand (150,000) Rupees, shall annually, in like manner, be free from all customs, as far as Poonah, upon Dalcaas, or certificates, being produced on both sides.

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A.D. 1756
The Marattas

ARTICLE IX.

No additional inland duties whatever to be levied on the English goods by the Maratta Government, but only the Rhaderage customs.

ARTICLE X.

Junardow Buttol Phudness Mahazom, with Ballajee Badjerow Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen Begas of Batty ground, which is to remain with him; in lieu, or in consideration of which, Nandgoa Compra is granted to the Honorable Company.

ARTICLE XI.

The Dutch goods will not be permitted to be landed at Rajahpore, nor their trade suffered to be carried on there, concerning which the Marattas will give proper orders: and the people under the Maratta Government are not to trade at Rajahpore; but if disputes arise with the Sciddee, this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent article.

ARTICLE XII.

The Bramins, inhabitants at Hurry Hurrasecar, and others, that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE XIII.

The Mahar Government to carry grain of all kinds, timber, wood, &c. according to the custom formerly observed; but as to the power of the river, it is to be carried on agreeable to the articles of this Treaty.

ARTICLE XIV.

The fort of Eswant Gur is to be entirely demolished; and the English, on their parts, are not to make any forts or fortifications, within the nine villages nor by the river. In like manner, the Maratta Government are not to make any by the river of Bancote, or in the villages belonging to them. This article, however, is not to exempt the English from building such houses and warehouses as they think proper, in the villages belonging to them.

ARTICLE XV.

As all the royalty of Bancote and Hematgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Marattas through that river.

ARTICLE

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The Marattas

ARTICLE XVI.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poonah, together with such guns, balls, stores, &c. either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, &c. that properly belong to the Honorable Company, they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it, but grant them free liberty so to do: and the Maratta Government engages, that Toolajee Angria shall have no place given him, nor any power below the Gaut. Ballajee Badjerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person, belonging to the Maratta Government, is to have in his possession the proper Sunnuds and orders, regarding the delivery of Bancote and its villages; and when the Maratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders, for Fort Victoria (or Bancote) and its several villages, to the English Counsellor, and then return with that gentleman to Bancote directly, to see Nannah's orders are effectually executed, in regard to the villages.

ARTICLE XVII.

These articles being concluded and agreed upon by both parties, they are to act conformable thereto; in consequence of which all disputes are to subside, and no claims are to be made by the Maratta Government on the Honorable Company, to the date of these presents.

ARTICLE XVIII.

All Treaties hitherto made between the Maratta Government and English, are to be observed and maintained inviolable by both parties, agreeable to the tenour of them.

The foregoing articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East-India Company, and do attest the same with our own proper names, in Poonah, the day and year above written.

(*Signed*) THOMAS BYFELD,
JOHN SPENCER.

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No. III.

Treaty *with the* Prince *of* Cherrika, *in* 1756.

ARTICLE I.

A.D. 1756
The Prince of Cherrika.

If the French, or any other power, should come against the English Company, in any part of the dominions of the King of Colastria, which extends from Canharotta north to the river of Cotta south, the Prince of Cherrika promises to assist them with all his people and arms, and to use his influence to get succours likewise from the other powers.

ARTICLE II.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherrika promises to send fifteen hundred musqueteers to the assistance of the English Company, with such others after them as he can procure, as is stipulated in the above article: and further, in case a large English force comes to Tellicherry, and the Chief of Tellicherry requests the Prince of Cherrika to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability, on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

ARTICLE III.

If the French, or any other power, comes against the Prince of Cherrika, the English Company promise to assist him with armed people, balls, powder, and loans of money.

ARTICLE IV.

Whenever the forces of the English Company act in conjunction with those of the Prince's, the heads of these last are to be under the directions of the officer who may be appointed, from time to time, by the Chief of Tellicherry, to command the English forces.

ARTICLE V.

All forces sent by the Prince of Cherrika to the assistance of the English Company, are to be paid by them, in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of his Highness, with the balls, powder, &c. are to be at his charge and expence.

ARTICLE

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ARTICLE VI.

A.D. 1756 — The Prince of Cherrika.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherrika accordingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as, on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. IV.

Articles of the Firmaund granted by the Bringah Rajah, in 1758.

ARTICLE I.

A.D. 1758 — Bringah Rajah.

Whatever pepper or beetlenut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites, and those of my ministers, in all two Pagodas twelve Fanams on every Hir of beetlenut, and in like manner, on every Hir of pepper two Pagodas fifteen and an half Fanams, and I allow and give up to you two and an half Fanams on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE II.

Whatever pepper belongs to me, or is produced in my dominions, as Rajah of Bringah, I secure unto you, and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants, between the months of November and March; but in case you do not buy it between those months, you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled with them; but in the recovery of your private debts I have nothing to do.

ARTICLE III.

If you choose to advance any money to the merchants, and will do it in the presence of my Parpadar and secretary, I will then make all such advances secure to you.

ARTICLE IV.

Whatever ground you want to build a Banksall on, and for your servants, Seapoys, &c. I give to you, without any ground-rent or fees; and to mount six small guns on it, to secure the Honorable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE

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A.D. 1758
Bringah Rajah.

ARTICLE V.

In case any dispute happens between your people and mine, you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you, and you shall do justice: and if any of my people choose to take your service, you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE VI.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

ARTICLE VII.

All goods you bring into my country shall pay only two per cent. customs; and if you do not sell the goods, you may export them again without any customs.

N.B. An Hir is equal to an Onore Candy, or very few pounds less.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per Candy, so that deducting the one Pagoda and an half Fanam, and also the two and an half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per Candy.

The allowance mentioned in the first article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. V.

PERWANNAHS, *&c. from the* Prince *of* Scindy, *in* 1758.

No. 1.—COPY *(attested by* Cojee Mahomed Yaya) *of the* Perwannah, *from* Golam Shah Abassie, *dated the* 22*d September*, 1758.

A.D. 1758
The Prince of Scindy.

Be it known to all commanders, officers, Faquirs, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Darajah Chadra Massootie, Nakass, Barbundie, Galabajur, Agur, Goozar Rajah Gunt, Johibar, Sarkar, Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Sooiston, Coodabage, Sarkar Nohorey Abey, &c.

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A.D. 1758
The Prince of Scindy.

&c. places belonging to Sarkur, that Mr. Sumption, Gomastah, belonging to the Honorable English Company, informed me here, that on all the goods he purchases and sends for the Honorable Company to Bombay, he pays no more than one and an half per cent. customs, on the market price, which I hereby confirm, and order that no more than that custom may be received of him, as usual; but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, &c. half of what customs, &c. charges (such as passports, convoy, lodging, Duan Towff, Canah, &c.) the Multon merchants pay: and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, &c. as are above-mentioned, they are to pay on the Hing, indigo, &c. goods which they never bought before; and they are also to pay one and an half per cent. customs on the saltpetre, be it bought by themselves or by any body for them in the Sircar's place, or any where else; but no officers, farmers, &c. are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of, and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, &c. or send them on any Sircar's business; and it is also ordered, that their chests of linen may not be opened, or the least hindrance shewn them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same, and any European goods, at any rate they please. The customs on the Duppers of Ghee, oil, &c. as also on the chests and pots of goods, are to be charged conformable to the weight they put on each Dupper, chest, or pot, without weighing them again; and the customs on the elephant's teeth are to be received on the amount of sale, when they are sold. And should Mr. Sumption either buy or build a house or warehouse, at Aurunger-bunder or at Tattah, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the Government; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shewn to this, without demanding any new order every year.

No. 2.

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No. 2.—TRANSLATION *of* Golam Shah, Prince *of* Scindy's Perwannah, *for the* Honorable Company's *Customs, Privileges, &c. at* Scindy, *dated* 22d *September,* 1758.

A.D. 1758
The Prince of Scindy.

To all Faquirs (a term for the Scroys, or people of the Prince's cast, inhabitants of the upper part of the country), Diredars, Muttaseddees, that are at present, or shall in future come into offices of the customs, whether under the sovereign power, or farmed out at the Dirt (or Tattah custom-house), Laree-bunder, Aurunga-bunder, Cranchy Dorajee, Choubetra Mausoolee Nackose, Barbundie Gullah, Bazar (or grain custom-house), Oagur Guzar Rajah Gott, Chuabar, Sircar Cachlon Choker-holla (names of countries), Sircar Nassepore, Holla-Candy, Sircar Sevastan, Coodabad Ruree, and all other places within my dominions: Know ye (or observe), that the wealthy, true, faithful, and friendly Mr. Sumption, English agent here, has made application, or requested, that the honourable, great, noble, and highly-esteemed English Company, of India and Bombay, may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and an half per cent. customs on the valuation of the real price of the place, which I have condescended to, and hereby grant: furthermore, that the Gomastah (or agent) for the said Honorable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, &c. to receive a Putta (or permit), and whatever goods he may purchase there or above, to pay only the above-mentioned customs; and of the Lauvasma (or customary charges) on the Putta goods, such as Rawdarree, Deradarre, Munket, Nut, Furbutt, Nungana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem Kalsay Duanna Pescharry, Joab Khahna, &c. the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid agent should purchase, bring down, and export out of the country, from Tattah, Hing, indigo, or any other goods, which he may not formerly have dealt in, or hath a settled custom for, to receive only the above-mentioned customs and rates, by the custom-master, Duanna, &c. as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the abovesaid Gomastah, or agent, should, in any part within the extent of my dominions, of himself, extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary

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customary charges included, I have settled and affixed thereon, *viz.* in whatever place, within my government or dominions, that he may extract or purchase, to receive on it, in that place only, the abovesaid custom of one and an half per cent.; and that my Muttaseddees, custom-masters, Diredars, Radawrs, Guzzervans, do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories, give any impediment to them; but the abovesaid Gomastah may, without trouble and in a satisfactory manner, carry on and transact his business, without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here, and not meet a sale for, if he, sooner or later, first or last export them again, by no means to demand any customs, charges, &c. or give any impediment to their exportation.

And at the time of their ships arrival at any of my Bunders (or ports), if they should purchase provisions for the English and Lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tattah, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom: and the chests of wearing cloaths of the English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, &c. on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection, by no means to receive or give them any trouble, on account of head-money, or other dues of any kind, received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tattah or Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon: and for Nungana on Ghee and oil, agreeable to the custom of Maund, for a Dubber, to make account as usual and receive the customary dues; and whether it is put in small Buttaroes or larger Jocks, or in other vessels (larger or smaller) to make account on the customs of Maunds, eight Maunds per Dubber; and on the

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A.D. 1758
The Prince of Scindy.

Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer, and no more.

And if the aforesaid Gomastah (or agent) should, at Tattah or Aurunga-bunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expence, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country; and that no other Englishmen be permitted those favours; and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad, in Scindy, 18th Maharin,
1172 of the Higera, or September 22, 1758.

No. 3.—Letter *from* Golam Shah, Prince *of* Scindy, *to* Mr. Robert Sumption, *dated* 11*th December*, 1758.

I now inform you, that I am arrived with all my forces in the fort of Shahbunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shahbunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here, to choose a place for building a house or factory.

No. 4.—Order *from* Golam Shah, Prince *of* Scindy, *to his* Metah Coostamdas, *dated* 18*th December*, 1758, *and attested under the* Codjee's *Seal.*

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.

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No. 5.—COPY *(attested under* Codjee Mahomed Yaha's *Seal) of the* Perwannah *from* Golam Shah Abassie; *dated* 18*th* Maharin, *or* 22*d September*, 1758.

A.D. 1758

The Prince of Scindy.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Carranchere Darajah Chavatra Massootie, Nakass, Barbundie, Gool Abajur Goozar Rajah Gunt Johibar, Sarkar Chachagom, Charcarhalan, Sarkar Nassepore, Halacandy, Sarkar Suistam, Coodabage, Sarkar Lorah, &c. places belonging to Sarkar, that Mr. Sumption, Gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here, that on all the goods he purchases and sells for the Honorable Company he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual; but on all Europe goods which may be sent from Bombay here, and hence to Coodabage, Laree, Multon, &c. or any brought from thence, they are to pay on the same half of what customs and charges (such as passports, convoy, lodging, Duan Towff, Canah, Choukey, &c.) the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand any thing more; and the same customs, &c. as are above-mentioned, they are to pay on the Hing, indigo, &c. goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by any body for them, in Sircar's place or any where else; but no officers, farmers, &c. are to demand any thing more from them, but let them carry on their trade unmolested; and the above-mentioned goods nobody else shall have liberty to buy. And I further order, that should their goods not be disposed of and they want to carry them back, no custom shall be demanded on them, nor on any provisions which they may provide at Tattah, &c. places, to send on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners' boats, vessels, &c. conveyances, or send them on any Sircar's business; and it is also ordered, that their chests of linen may not be opened, or the least hindrance shewn them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain and sell the same, and any Europe goods, at any rate they please. The customs on the Duppers of Ghee, oil, &c. as also on the chests and pots of goods, are to be charged conformable to the weight they put on each

Dupper,

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A.D. 1758 The Prince of Scindy.

Dupper, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahmud Moorod: and should the Governor either buy or build a house for a factory, at Auruoga-Bunder or at Tattah, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement for carrying on his trade, as it will be an advantage to the Government; but no other nation that wear hats shall have permission for it: and as it is very necessary that I should encourage and please the English, I hereby order, that an entire compliance may be shewn to this, without demanding any new order every year.

No. VI.

Atchund's Seal.

Articles of Agreement made with Meah Atchund, at Surat, in 1759.

A.D. 1759 Meah Atchund.

Agreeable to your desire I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows:

ARTICLES.	*Wrote by the Nabob over each Article.*
ARTICLE I.	ARTICLE I.
The Faris Khan shall be appointed to the office of Naib, in its greatest extent, as in the time of Sufdir Khan, and nobody but himself shall interfere in the said post.	Agreeable to this article, I fully consent to Faris Khan's appointment.
ARTICLE II.	ARTICLE II.
That whatever articles Faris Khan has given in writing, or promised to the Honorable Company, the particulars of which cannot	Whatever Faris Khan has wrote, or promised to do for the Honorable Company, I will stand to, without the least alteration.

ARTICLE

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A.D. 1759
Meah Atchund.

not be drawn out at present, and must be deferred till we can meet, shall be fully complied with, without the least diminution.

ARTICLE III.

That the Mecha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

ARTICLE IV.

The above articles a person in your behalf demanded, all which I agree to and will comply with; and the Government shall be continued to me in full authority: and to the above I have put my own seal, and Meer Cootbodeen will sign and seal the same, after which you must send a counterpart of this writing, with the Honorable Company's seal affixed.

ARTICLE III.

The Mecha gate shall be opened, your troops admitted, and joined by mine, to drive out the enemy.

ARTICLE IV.

Agreed to, and that we shall act jointly in turning our enemies out of the town.

Wrote by Cootbodeen.

Whatever the Honorable Company have demanded, I agree to.

Cootbodeen's Seal.

A counterpart of the above articles were sealed with the Honorable Company's seal, and sent to Atchund, the 4th of March, 1759.

No. VII.

PERWANNAHS, &c. *granted in* 1759, *relating to the* Castle *and* Tanka, *at* Surat.

A.D. 1759
Perwannahs, &c. relating to Surat.

Be peace and happiness with the renowned Mr. John Spencer, Captain of the factory in the city of Surat. By the hands of your Vackeel, your present and Arzee (or request) have been received, and the purport and particular thereof are understood, and your Arzee

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A.D. 1759

Perwannahs, &c. relating to Surat.

zee (or request) to his Majesty has been delivered. The pains you have taken, and the success you have met with, in keeping open the door of Mecha, and delivering our subjects from oppression, we are pleased and satisfied with. As to the Firmaund for the government of the castle, and Sunnud for the fleet, which are requested in the name of the English Company, I have given your Vackeel an answer, who will particularly advise you thereof. Let the Pishcash, on this account, be quickly remitted, that it may be presented to his Majesty, and your request thereby granted. In the mean time it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

A Representation *made to the* Mogul, by Mr. John Spencer, *in behalf of the Honourable* English East-India Company.

That by virtue of royal Firmaunds of your Majesty's predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner, till in these days that the Sciddee, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of your Majesty's Firmaund; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree, that the just orders of your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tanka, the Sciddee was to protect the bar, yet so far was he from doing that, that for many months past a large fleet of Sancrajee Punt's Ballajee Row's Naib, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Sciddee's interfering therein; and there was the greatest reason to believe, that unless some speedy and vigorous measures had soon been pursued, your Majesty's famous city of Surat, the only port of good Mussulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that at an immense expence he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity

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quantity of artillery, and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to your Majesty's orders in the place; and your Majesty's authority, by all ways in our power, will be preserved in the place as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for your Majesty, and to preserve the bar and sea open against all opposers, on your behalf; for we shall not apply the Tanka you have granted for this purpose to others, as has hitherto been the case: and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for your Majesty's favour in behalf of the Honorable English Company, for whose good services, on this occasion, I must refer your Majesty to the representation of the inhabitants of the place.

A.D. 1759

Perwannahs, &c. relating to Surat.

N. B. There accompanied this a letter to the Vizier, much to the same purpose, requesting his countenance. Letters went also in the name of the Governor of Bombay on this occasion, to the King and Vizier, referring in general to the above; and the whole was attended with a representation of the town in general on our behalf, under the seals of the Nabob Naib Codjee, the head Sciads and officers, and the heads of the merchants in general.

Perwannah *under the* Vizier's *Seal, for* Sciad Moynadeen Khan *to act as Governor of* Surat.

By the advices received here from Surat it has been made known to his Majesty, that you, with the consent, and at the desire of the inhabitants, are arrived there, and that afterwards the Honorable Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Sciddee Ahmed, who had possessed himself of his Majesty's castle, and greatly oppressed our subjects; and that thereby the city is now at ease, and the inhabitants satisfied: therefore it behoves you to act as may be most conducive to the good of the city and his Majesty's affairs, that every body may follow their calling without fear, and the city flourish. Let this be implicitly obeyed. On the 2d of Shabaun, and the sixth year of the reign of his present Majesty.

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Hookum *(or Order), under the* Vizier's *Seal, to* Mr. Spencer, *to assist and advise with* Sciad Moynadeen Khan *in the Government of* Surat.

A.D. 1759

Perwannahs, &c. relating to Surat.

Be it known unto the Honorable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent, and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Sciad Moynadeen Khan Behauder came into the place, and that afterwards you, with the renowned Faris Khan, came and turning out Sciddee Ahmed from the King's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with, and, in conjunction with the above renowned, so to carry on matters, as may be most conducive to the good of the place and the honour of his Majesty, by assisting one another. Let this be done. On the 2d of Shabaun, in the sixth year of the reign of his present Majesty.

Hookum, *under the* Vizier's *Seal, to the Subjects and Inhabitants of* Surat, *to acknowledge and assist* Sciad Moynadeen Khan *as Governor of* Surat.

Be it known unto all the principal Sciads, Shaiks, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, that his Majesty is made acquainted, by advices from thence, that by your consent, and at your desire, the brave and renowned Sciad Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Sciddee Ahmed, who possessed himself of his Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease and the inhabitants satisfied: therefore it behoves you, in all respects, to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed. On the 2d of Shabaun, and the sixth year of the reign of his present Majesty.

Husbulhookum,

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Husbulhookum, *under the Great Seal of the* **Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder.**

A.D. 1759 — Perwannahs, &c. relating to Surat.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shewn in his Majesty's service, for the good of our subjects, the inhabitants of Surat, are made known to his Majesty, and their letter, expressing their satisfaction therewith, has also been shewn, with which his Majesty is well satisfied and praises you: therefore, upon this account he has been pleased to order this Husbulhookum to be sent you, that you may take care of his Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The Firmaund for the government of the castle, and Perwannah for the fleet being given in charge to the English Company, shall be sent you from court. On the 1st of the month of Zickat, and the sixth year of the reign of his present Majesty; the 24th of June, 1759.

N. B. The Husbulhookum to the Governor is in the same words as the above, only that to the epithets, "high and renowned," are added "brave and courageous."

Perwannah, *under the* **Coochuck** *(or small Seal) of the* **Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder,** *to* **Mr. John Spencer.**

The Arzee of the high and renowned, with the present, and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shewn for the good of the inhabitants of Surat and his Majesty's service, have been in a particular manner made known to him, with which he is well pleased and praises you for. It now benoves you, with a satisfied mind, particularly to look to the peace of the inhabitants and the preservation of his Majesty's castle, and to take care that the trade of the seas is kept open and safe; that the Hadjees, or pilgrims, and merchants, meet with no trouble and impediment, and that the ships, to and from the

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A.D. 1759 renowned and other ports, may be safe from any fear of violation from rovers and pirates. The Firmaund for the government, and Perwannah for the fleets being given in charge to the English Company, shall be sent you from court.

Perwannahs, &c. relating to Surat.

——No date.

PERWANNAH, *under the* Coochuck *(or small Seal) of the* Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder, *to* Mr. John Spencer.

High and renowned, the Tohod, or sums usually remitted from Surat, are now much wanted at court, and his Majesty is pressing for them. As yet what money the renowned Moynadeen Khan may have sent is not received, therefore Perwannahs have been wrote to hasten him in that respect; but it likewise behoves you to press him on this head, and procure the remittance of the Tohod by bills, as soon as possible. Look upon this as absolutely necessary.

FIRMAUND *under the* Great Mogul's *Seal, and under-sealed by the* Vizier, *for the Honorable* Company's *holding the Government of the Castle of* Surat.

Torah, or Verses, from the Khoran, in Arabic.	The Great Seal of the King's Names in Persia.

Let the renowned among the people, the English Company, hope for his Majesty's favour; and be it known unto them, that in these happy and victorious times, his Majesty has been pleased, out of his great grace and favour, to grant unto them the Killedaree, or government, of the castle of Surat, on its being taken from Mauphez Ahmed Khan: it therefore is requisite, that they should be very grateful for this his Majesty's favour, and look particularly to the welfare of the castle, keeping proper order and discipline among

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among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by his Majesty.

A.D. 1759

Perwannahs, &c. relating to Surat.

Given on the 11th day of Maharin, and in the sixth year of his Majesty's reign, or 4th of September, 1759.

At the back of the Firmaund is the Grand Vizier's seal, and all his titles wrote at length.

Dustuck *(or Order) under the* Khan Sumaun *or Steward's Seal, for the Honorable* Company's *holding the King's Fleet.*

The Dustuck, in the name of the noble and renowned English Company, is as follows: By his Majesty's Husbulhookum, the office of Deroga of the great fleet, belonging to the Bunder of Surat, vacant by the dismission of Sciddee Yacood Khan, is now delivered into your charge: therefore it behoves you to execute the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 2d day of Maharin, in the sixth year of his Majesty's reign; the 26th of August, 1759.

At the back of this is the seal of Zechal Doulat Fidaudin Khan Behauder, who is Khan Sumaun, or Steward to his Majesty, whose prerogative it is to grant this order.

An Order, *under the* Vizier's *Seal, to* Sciad Moynadeen Khan, *Governor of* Surat, *regarding the Payment of the* Tanka, *on Account of the Fleet, to the Honorable* Company, *&c.*

To the brave, noble, renowned, and careful Sciad Moynadeen Khan Behauder, on whom is his Majesty's favour: The Vackeel of the English Company having represented, that as the Deroga, or post of the great fleet, belonging to the Bunder of Surat, under the Soubah of Amedabad, on the dismission of Sciddee Yacood Khan, Killedar of Dunde Rajahpore,

A.D. 1759

Perwannahs, &c. relating to Surat.

Rajahpore, from the said post, had been granted his constituents, he hoped that a Perwannah, or order for the Tanka, account the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzebe), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Sciddee Yacood Khan, and that in the twenty-third year of the reign of Mahmud Shah he procured an order on Tegbeg Khan, then Governor, for the annual payment of two lacks, according to custom, besides what was sent to court. Now in these days, the office of Deroga of this fleet, on the dismission of Sciddee Yacood Khan, has been granted to the said Company, as has been usual under the Dustuck, or order of the Khan Sumaun (or steward), and dated the 2d of Maharin, and sixth year of the present reign; therefore I now write you, that you may pay unto them, account charges for the forces of the fleet, the usual Tanka of two lacks every year, agreeable to the hereafter order, among the other charges, exclusive of what is sent to court; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharin, and sixth year of the reign of his present Majesty, or 18th of September, 1759.

On the back of this Perwannah is the Vizier's seal, and the Zimra, or certificate, from the several officers and registers at Court, setting forth as is above related in the Perwannah, and that the Vizier had given orders for registering the Arzees and orders given thereon.

An Husbulhookum, *under the Seal of the* Nabob Vizier Ulma Mulck Behauder, *to the* English Company, *accompanying the* Firmaund.

May his Majesty's favour ever remain upon the brave and noble English Company. It has pleased his Majesty to grant unto you the office of Killedar (Castle Governor) of the Bunder of Surat, vacant by his dismission of Mauphez Ahmed Khan, as also the office of Deroga of the great fleet of the said Bunder, vacant by the dismission of Sciddee Yaccod Khan; therefore, agreeable to his order, you are now directed to take particular care of the proper execution of the above offices, by looking well to the welfare of the castle and preservation of the merchants, &c. on the high seas, keeping them clear of pirates and rovers who may infest them. This is positively required of you.

An

An HUSBULHOOKUM *from the* Vizer *to* Mr. Richard Bourchier.

It has pleased his Majesty to grant unto the brave and noble English Company the office of Killedar of the Bunder of Surat, vacant by the dismission of Mauphez Ahmed Khan, as also the office of Deroga of the great fleet of the said Bunder, vacant by the dismission of Sciddee Yacood Khan; therefore, agreeable to his order, this is wrote you, to direct that, according to the directions and advice of the said Company, you take all the care in your power for the proper execution of the said offices, by looking well to the welfare of the Castle, and preservation of the trade and merchants on the high seas from pirates and other rovers. Of this you are required to be very careful.

A.D. 1759 — Perwaunahs, &c. relating to Surat.

The Husbulhookum to Mr. Spencer the same as the above, except two or three words, which are almost synonymous.

To Atchund, the same, and directing him to give the Company all the assistance he can in the execution of these offices.

No. VIII.

ARTICLES *of* AGREEMENT *with the* King of Cotiote, *dated the 23d of August,* 1759.

ARTICLE I.

If at any time the French, or other power, shall attempt to annoy any part of the Honorable Company's districts, or the chief for the time being shall have notice of such an intention, and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musqueteers, that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.* Three measures of rice, Company's measure, and four Bejas per day, to every common Nair; and four measures of rice, same measure, and eight Bejas, to every Moopa.

A.D. 1759 — The King of Cotiote.

ARTICLE

A.D. 1759

The King of Cotiote.

ARTICLE II.

The Nairs which the King may send to the Company's assistance, are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded, without any fresh allowance being made the King; though in case they should not be required till the commencement of another twelve months from the time above-mentioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expence as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.* To those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola: and those who shall be wounded, the Company will either cause to be cured by their or a Malabar doctor, at their expence, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

ARTICLE III.

Should the Company, at any time or times, require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that, during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company are to allow him two hundred Fanams per day for his expences, exclusive of the two thousand Rupees (as per Article II.) to be given him on his beginning to levy his troops.

ARTICLE IV.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardemoms, or sandal-wood therein; and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams, on receiving an Ola from him requesting it.

ARTICLE V.

On any enemy's invading the King's territories, the Company agree to supply him with powder, ball, flints, and other warlike stores, at the prices under-mentioned, together

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A.D. 1759

The King of Cotiote.

together with the money and rice, to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped, with mortars, cannon, &c. he defraying the expence, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner as the Company when they employ them on such occasions; and to the killed and wounded, the same as the Company are to give those belonging to him.

ARTICLE VI.

If the King should wage war against any enemy (except the Prince of Cherrika) the Company agree to assist him with powder, shot, &c. at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE VII.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first article of this agreement, and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but contrariwise, to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them, whenever they may think proper.

Prices of the warlike stores to be supplied the King, *viz.*

Gunpowder - - - - - -	at 46	Rupees	per barrel.
Lead - - - - - - -	60	ditto	per candy.
Ditto balls - - - - - -	66	ditto	ditto.
Iron - - - - - - - -	75	ditto	ditto.
Flints - - - - - - - -	2	ditto	per hundred.
Goa paper - - - - - - -	7	ditto	per ream.

EXPLANATION.

The reason of this being consented to, was, on being convinced that his expences are greater, when he resides at any of those palaces, than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

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No. IX.

Firmaund *from the* Rajah *of* Soundah, *in* 1760.

A.D. 1760
The Rajah of Soundah.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December, 1760.

Sereipnan Nao Maha (Mibhoo of Soundah).
Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaund is granted unto Robert Gambier, belonging to the Honorable English East-India Company, at Onore, according to the application made to us by Luximycant, who has desired to enter into an engagment with us, about the pepper produced in our dominions: we, therefore, have granted you this writing, whereby we allow you full liberty to purchase all the pepper produced in our country, of the Zuzendars or Prezaguls, except what is due unto us for our customs, Habadoy, and all other fees included, eleven Chanouree Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

Rajah of Soundah.

N.B. A Chanouree Pagoda is about three Rupees and two quarters; and a Neese about twenty Maunds and three quarters of Onore weight.

No. X.

The Royal Grant *of* King Baddacalamcur, Regent *of* Colastria, *dated the 9th September,* 1760.

ARTICLE I.

A.D. 1760
The King of Colastria.

Of our free and good will, we confirm to the English Company all their grants and privileges in our Kingdom, given them by our ancestors; also the Agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE

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A.D. 1760

The King of Colastria.

ARTICLE II.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company, without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch, or any one else, purchasing the pepper of Rhandoterrah, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

ARTICLE III.

All vessels, of what kind soever, drove on shore by stress of weather, or other accidents, in the dominions of Colastria, are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon, but rather to be aiding, so as to prevent, as much as possible, any damage or loss accruing to the said vessel or her cargo, and to restore her to the Company for account of the lawful owners.

ARTICLE IV.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him, and take such other as, on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless, and be necessitated to constitute some other Prince, more distantly allied, their heir, we agree, that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE V.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company, and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually, in lieu thereof.

An Obligation *given by the* King Regent *of* Colastria, *the 9th of September*, 1760.

ARTICLE I.

Whatever balances may be due to the Honorable Company from the Princes of the palace of Palliquilote, on the adjustment of that account with my ministers, together with

that

A.D. 1760
The King of Colastria.

that owing by the four chiefs of Payenalt (who are the Achamars of Rhandoterrah) on Rhandoterrah, with the interest thereon, agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, his Majesty obliges himself to discharge, out of the annual rents of Rhandoterrah Poddateddattu Naudu, situated to the southward of Nelleaseroon, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect, his Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE II.

The district of Rhandoterrah having, for these eight or nine years past, been greatly oppressed with heavy rents and fines, to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

ARTICLE III.

When the Company are paid the debts above-mentioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE IV.

At the expiration of forty days, when the King comes hither, and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, &c. then also will be taken into consideration, what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE *granted by the* King Baddacalamcur, *Regent of the Kingdom of* Colastria, *on the 22d of November,* 1760, E. S. *9th of November,* 936, M. S.

Be it known to all, that I, the King Baddacalamcur, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally, from the Honorable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing, over and above all former privileges, we give and grant to the said English Company, our whole right of collecting customs, in all and every place under their protection, throughout our dominions, from this day forward for ever; in lieu of which, the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will, and passed with our sign royal.

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No. XI.

ARTICLES *of* AGREEMENT *with* Sciddee Hillol, *on the Part of himself and the Inhabitants of* Jaffrabad, *dated the* 3d *January*, 1761.

Sciddee Hillol professes himself a servant of Sciddee Yacood Khan, of Gingerah, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors. A.D. 1761 Sciddee of Gingerah.

Sciddee Hillol having received many favours from the Honorable English Company, and being promoted to the Fouzdarry of Jaffrabad by their interest and intercession with his master, Sciddee Yacood Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jaffrabad, has entered into the following articles, as the foundation of a firm and lasting peace, *viz.*

ARTICLE I.

That a strict friendship is now entered into between the English, in all parts of India, and the inhabitants of Jaffrabad, alias Musafarabad.

ARTICLE II.

That no boats or vessels, with English passes and colours, shall be molested on the high seas, or elsewhere, by those of Jaffrabad; and all Jaffrabad trading boats, with Sciddee Hillol's pass and colours, be treated as friends by the English.

ARTICLE III.

All boats and vessels of both parties, being in distress, and going into the ports of one another, shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between friends.

ARTICLE IV.

That the merchants of Bombay and Jaffrabad have free liberty of trade to those and all other parts under their respective jurisdictions, on paying such duties as are established now, or may hereafter be settled.

ARTICLE V.

That the Honorable Company's cruisers shall not be subject to anchorage, or any other fees of that nature, paid by merchants' boats.

ARTICLE

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A.D. 1761
Sciddee of Gingerah.

ARTICLE VI.

The inhabitants of the adjoining country of Jaffrabad often making use of the name of Jaffrabad merchants, to get the Honorable Company's pass, and afterwards employ their boats in pirating, it is agreed, that Sciddee Hillol shall give letters to merchants only, and those such as he is well assured are fit to be trusted; and that none but such as produce his letters shall have the Honorable Company's pass granted them.

ARTICLE VII.

Sciddee Hillol promises not to give his pass to any of the Jaffrabad cruising boats, nor to those of Sultanpore, or any pirates whatever.

ARTICLE VIII.

In case any Jaffrabad boats are taken or detected in molesting, seizing, or plundering any vessel, with English pass and colours, the Honorable Company may treat such boats and their crews in what manner they please.

ARTICLE IX.

That Sciddee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE X.

As Sciddee Hillol is desirous of encreasing the trade of Jaffrabad, he has requested that the merchants of that place, who shall procure his pass, may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since: it is agreed, that the Honorable the President and Council shall recommend to the Chief any factors at Surat, to procure from the Government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever.

ARTICLE XI.

Sciddee Hillol faithfully promises to use his endeavours to bring the Sultanpore Coolies to articles of Agreement, not to molest the ports of Broach, Jamboseer, Cambay, Gogo, &c.; and in case the Coolies will not be prevailed upon in this point, Sciddee Hillol engages to join with us in an expedition against them; he with his land forces, and we with our fleet.

ARTICLE XII.

The city of Surat and the town of Bownagur being under the protection of Surat Castle, now in possession of the Honorable Company, by virtue of the King's royal Firmaund, the merchants and inhabitants of both places are comprehended in this Treaty; therefore, should they be treated with violence in their trade or persons, by the Jaffrabad boats or forces, the Honorable Company will resent it.

ARTICLE

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A.D. 1761
Sciddee of Gingerah.

ARTICLE XIII.

In case any vessels or boats shall be wrecked on the coast of Jaffrabad, or any where within its jurisdiction, belonging to the English, Sciddee Hillol faithfully promises, that all assistance shall be given, suitable to the occasion; and should their vessels, their cargoes, sails, stores, &c. afterwards be saved, every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever; and the Honorable Company engage to do the same by any trading vessels or boats belonging to Jaffrabad, which may have Sciddee Hillol's pass and colours, and meet with the like misfortune, in any port or place of their jurisdiction.

In confirmation of the foregoing articles, the seals of the Honorable Company and Sciddee Hillol are affixed to two papers, of the same tenour and date, one to remain with the Honorable the President and Council of Bombay, and the other with Sciddee Hillol.

Bombay, the 3d January, 1761, or the 25th of
Jamudilavoe, 1174.

No. XII.

Articles *of* Agreement *made with* Seuram Punt Tatiah, *in Behalf of* Madarao Balajee, *Son of* Balajee Badjeerow, Pundit Punt Purdan, *dated the* 14*th of September*, 1761.

A.D. 1761
The Marattas

ARTICLE I.

That such of the Maratta officers who have presumed to stop any Pattamars, and obstructed the business of the English, by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again in future, strict orders shall be issued immediately for that purpose, which, if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE II.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection, who have suffered in their

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A.D. 1761
The Marattas

their property, by any unjust or illegal actions of the Maratta officers or subjects, in any place, shape, or manner whatever; and rigid orders issued, that all assistance be afforded, in future, to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments, under the pretence of their being wrecks, from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be deemed wrecks, but such as are drove ashore, and there break to pieces by stress of weather; when the Maratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one half of what is so saved shall belong to Madarao, and the other half to the owners.

ARTICLE III.

That all Europeans and natives, either soldiers, seamen, or others, in his Britannic Majesty's or the Honorable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English settlement to such place where they may be apprehended upon landing in any part of the Maratta country; the Governor having promised all such a free pardon, and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Maratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open, and numbers go through it without being known. It is also agreed, that whatever people, Europeans of all nations excepted, who are in the service of Madarao, and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE IV.

That proper people shall be forthwith dispatched, for restoring the whole jurisdiction and territories of Rajahpore to the Sciddees of Gingerah, in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Maratta officers or subjects.

ARTICLE V.

That all prisoners taken by the Marattas or Sciddees, subjects of either Government, and now in their possession, shall be sent to Bombay, within one month from the signing of these articles, and mutually restored by the Governor to their freedom; and all hostilities between the Marattas and Sciddees shall cease from this time.

Lastly, That proper orders shall be instantly dispatched to all the Maratta officers, requiring them to shew a due obedience to these articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition, after the signing and

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and sealing thereof; when a counterpart of the same is to be executed by the Governor, and transmitted to Poonah. A.D. 1761 The Marattas

In confirmation of all which, I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September, 1761.

AN ADDITIONAL ARTICLE.

As to what relates to the restoration of Undery Fort, and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

No. XIII.

Three Perwannahs *from the* Prince *of* Scindy, 1761.

A Perwannah *granted by* Golam Shah, Prince *of* Scindy, *on the* 22d *April*, 1761.

Be it known to all Faquirs,* Governors, or other officers, who now are or hereafter may be in authority, in the department of customs or farms at Tattah, Shah-bunder, Aurunga-bunder, Carrachu or Darajah, the customs on cattle, &c. called Nukash, package, grain, Buzar customs on leather, and the Gott Chuabar, the Sircar of Chachlon and Choker-holla, the Sircar of Narsipore, &c. Hallacundu, the Sircar of Sevestan, Coodabad Ruree, and all other places within our dominions, that the Noble Mr. Erskine, an Englishman, and resident for affairs of the potent, magnificent, and Honorable English Company, in Scindy, being come to our court, for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honorable Company, granted, and do hereby particularly order, that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Scindy, or the Soubah of Tattah and Buchor, or any other of the Bunders under our authority. A.D. 1761 The Prince of Scindy.

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* Faquirs is a title given to all Scroys, or those of the Prince's tribe.

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A.D. 1761
The Prince of Scindy.

Whatever goods or merchandize, belonging to the said factory or its dependents, shall be imported at any of the Bunders, are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the Bunders to Tattah, up country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the Bunders are to pay one and an half per cent. agreeable to our former Perwannah; or if goods are purchased by them, and exported from Tattah, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article, they shall be punished, in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon, as formerly, that the said Company's dependents may carry on this trade to their satisfaction. If they dispatch their own Dingeys, Gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurr, or by the guard-vessels, &c. on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, Gallivats, boats, &c. should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-Bunder, or make a garden for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or disputed, on any account. It being our pleasure to satisfy the said Honorable English Company, therefore the above must be strictly observed, and no new Perwannahs demanded.

Dated the 16th of Ramazan, 1174, or 22d of April, 1761.

A PERWANNAH

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A PERWANNAH *granted by* Golam Shah, Prince *of* Scindy, *on the* 23*d* *April*, 1761.

Be it known to the officers of the customs, or farmers of the revenues, appertaining to the Jummeedaree of Shah-bunder and Cachrawly, that at this time Mr. Erskine, Resident for the Honorable English Company in Scindy, has requested that all their vessels might be exempted from paying the Moree of twenty-five Rupees on each vessel, formerly paid the Imaun; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of twenty-five Rupees on each vessel, and now order you not to demand the same; but if more than the sum of twenty-five Rupees was formerly paid for each vessel, the overplus is to be recovered. A.D. 1761 The Prince of Scindy.

Let this be strictly observed.

Dated the 17th of Ramazan, 1174, or 23d of April, 1761.

A PERWANNAH *granted by* Golam Shah, Prince *of* Scindy, *on the* 22*d* *April*, 1761.

Be it known to all Faquirs, governors, and other officers, who now are, or hereafter may be employed or concerned, either in the collection or farming the customs, from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honorable English Company's factory in Scindy, and their other servants and dependents, send boats and camels up and down in our dominions, with trade and merchandize: you are, therefore, on seeing this Perwannah, not to demand the usual charges of Moree, Misree, or Goozurbance or Sooze, and employ them on our business, on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede, or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs encrease.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16th of Ramazan, 1174, or 22d of April, 1761.

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No. XIV.

ARTICLES *of* AGREEMENT *made with the* King *of* Cartenaddu, *on the* 30*th December*, 1761.

ARTICLE I.

A.D. 1761 The King of Cartenaddu. The pepper, sandal-wood, and cardemoms, produced in the kingdom of Cartenaddu, shall be contracted for by the English Company, without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties, on each Candy of pepper, and on all the articles agreeable to the custom of the country.

ARTICLE II.

If at any time it should happen, that any vessel, whether large or small, with the Honorable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartenaddu, on the chief, for the time being, writing to the King, he promises to deliver up the said vessel and her cargo, the Company defraying any expence the King may be at, in placing guards for the better safety thereof.

ARTICLE III.

Any person or persons who may desert the Honorable Company's service, whether with arms or without, if found in the kingdom of Cartenaddu, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE IV.

Whoever of the King's subjects may, in future, become the English Company's contractors, as long as they shall continue punctual to their engagements the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them, or their heirs, to satisfy what they may be indebted to the Company.

ARTICLE V.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musqueteers, till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion

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rebellion against him, the Honorable Company promise to assist him with their troops, ball, powder, and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received. A.D. 1761 The King of Cartenaddu.

No. XV.

Articles *of* Agreement *made with* Shaik Sadoon, *of* Bushire, *the* 12*th April*, 1763.

A.D. 1763 Shaik of Bushire.

ARTICLE I.

No customs or duties to be collected on goods imported or exported by the English; and, in like manner, only three per cent. to be taken from the merchants who buy or sell to the English.

ARTICLE II.

The importation and sale of woollen goods to be solely in the hands of the English; and if any person whatever attempts to bring woollen goods clandestinely, it shall be lawful for the English to seize them. This article to take place in four months from the date hereof.

ARTICLE III.

No European nation whatever is to be permitted to settle at Bushire, so long as the English continue a factory here.

ARTICLE IV.

The brokers, linguists, servants, and others of the English, are to be entirely under the protection and government of the English; nor is the Shaik, or his people, in any shape to molest them, or interfere in their affairs.

ARTICLE V.

In case any of the inhabitants become truly indebted to the English, and refuse payment, the Shaik shall oblige them to give the English satisfaction.

ARTICLE VI.

The English to have such a spot of ground as they may pitch upon for erecting a factory, and proper conveniences for carrying on their commerce, to be built at the Shaik's expence. They are to hoist their colours upon it, and have twenty-one guns for saluting.

ARTICLE VII.

A proper spot of ground to be allotted the English for a garden, and another for a burying ground.

ARTICLE

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A.D. 1763
Shaik of Bushire.

ARTICLE VIII.

The English, and those under their protection, not to be impeded in their religion.

ARTICLE IX.

Soldiers, sailors, servants, slaves, and others belonging to the English, who may desert, are not to be protected or entertained by the Shaik or his people, but, *bonâ fide*, secured and returned.

ARTICLE X.

In case any English ships sell to or buy from the country merchants apart from the factory, a due account thereof is to be rendered to the English chief for the time being; for which purpose one of his people is to attend at the weight and delivery of all goods so sold, which is to be done at the public custom-house.

ARTICLE XI.

If through any accident an English vessel should be drove on shore in the country belonging to the Shaik, they shall not, in any respect, be plundered; but, on the contrary, the Shaik shall afford the English all the assistance in his power, for saving them and their effects, the English paying them for their trouble.

ARTICLE XII.

The Shaik shall not permit his subjects to purchase any goods from English vessels in the road, but only on shore.

The Seal of Shaik Sadoon.

No. XVI.

ARTICLES *of a* FIRMAUND *granted by the* Nabob Hyder Ally Khan Behauder, 1763.

The Nabob Hyder Ally Khan's Seal.

A.D. 1763
Hyder Ali.

ARTICLE I.

The Honorable English Company have free liberty to build a commodious factory and warehouses at Onore, by the water side, or any place they may pitch upon; and they may

may enclose their compound with a wall of stone and mud, without any guns. The ground allotted them shall be rent-free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there. A.D. 1763 Hyder Ali.

ARTICLE II.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European, or other nation besides them, have leave to purchase pepper within these districts. The price shall be adjusted every year, between the Resident and four principal merchants of Onore.

ARTICLE III.

The Honorable English Company have free liberty to export annually, from Mangalore, three hundred Corge of rice, for the service of Tellicherry, exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice, must be liable to the same customs as other merchants.

ARTICLE IV.

Whereas several Onore merchants are largely indebted to the Honorable Company, the Killedar, &c. officers must assist the English in recovering their just demands: And provided any merchants, in future, should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory, till they clear their debts.

ARTICLE V.

All goods that the English import, either at Onore or Mirjee, shall pay one and an half per cent. customs on the sales; except horses, wet and dry dates, sugar, Kishmisses, cocoa-nuts, Copra, tobacco, Munchustry, opium, cotton, salt, brimstone, and camphire *: these fourteen articles are to pay the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export, without paying any customs on them, on shewing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE VI.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nabob's Killedars, &c. officers and people, shall assist in saving the goods, stores, &c. which shall be all returned to the English.

ARTICLE

* How these fourteen articles came particularly to be excepted against, I know not; but objections having been always made to them, whenever applications have been formerly made for a Firmaund, which was urged strongly as a plea for their excepting them now, I thought the including them not worth insisting on, as the disadvantage to the Honorable Company will be none at all, and to private traders too trifling to be thought of any consequence.

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A.D. 1763 Hyder Ali.

ARTICLE VII.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for their vessels, they must apply for leave to cut them.

ARTICLE VIII.

No grabs, Gallivats, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE IX.

The English will not assist the enemies of the Nabob; nor, on the other hand, shall the Nabob afford any assistance to the enemies of the English.

ARTICLE X.

The Killedars and officers of the Nabob shall always shew the English and their servants a due respect every where, and at all times be ready to assist them.

Signed by the Nabob.

Bednure, the 10th of Mojee, 1176, or the 27th of May, Anno Domini, 1763.

No. XVII.

Royal Grant *from* Carem Khan, 1763.

A.D. 1763 The King of Persia.

The Great God having, of his infinite mercy, given victory unto Carem Khan, and made him Chief Governor of all the kingdoms of Persia, and established under him the peace and tranquillity of the said kingdoms, by means of his victorious sword, he is desirous that the said kingdoms should flourish, and re-obtain their ancient grandeur, by the encrease of trade and commerce, as well as by a due execution of justice.

Having been informed, that the Right Worshipful William Andrew Price, Esq. Governor-General for the English nation in the Gulph of Persia, is arrived with power to settle a factory at Bushire, and has left Mr. Benjamin Jervis Resident, who, by directions from the said Governor-General, has sent unto me Mr. Thomas Durnford, and Stephen Hermit, linguist, to obtain a grant of their ancient privileges in these kingdoms, I do of my free-will and great friendship for the English nation, grant unto the said Governor-General, in behalf of his King and Company, the following privileges, which shall be inviolably observed and held sacred in good faith.

That

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That the English Company may have as much ground, and in any part of Bushire, they choose to build a factory on, or at any other port in the Gulph. They may have as many cannon mounted on it as they choose, but not to be larger than six pounds bore; and they may build factory houses in any part of the kingdom they choose.

No customs shall be charged the English on any goods imported or exported by them at Bushire, or any other port in the Gulph of Persia, on condition that, at no time, they import or export other persons' goods in their names. They may also send their goods, customs free, all over the kingdom of Persia; and on what goods they sell at Bushire, or elsewhere, the Shaik, or Governor, shall only charge the merchants an export duty of three per cent.

No other European nation, or other persons, shall import any woollen goods to any port on the Persian shore, in the Gulph, but the English Company only; and should any one attempt to do it clandestinely, their goods shall be seized and confiscated.

Should any of the Persian merchants, or others, become truly indebted to the English, the Shaik, or Governor of the place, shall oblige them to pay it; but should he fail in his duty herein, the English Chief may do his own justice, and act as he pleases with the debtors, to recover what owed him or them.

In all the kingdom of Persia, the English may sell their goods to, and buy from, whomever they judge proper; nor shall the Governor, or Shaik, of any ports or places, prevent their importing or exporting any goods whatever.

When any English ship or ships arrive at any ports in the Gulph of Persia, no merchants shall purchase from them clandestinely, but with the consent and knowledge of the English Chief there resident.

Should any English ship or vessel be drove on shore, unfortunately wrecked, or otherwise lost in any part of the Gulph of Persia, the Shaiks, or Governor of the adjacent places, shall not claim any share of the said wrecks, but shall assist the English, all in their power, in saving the whole, or any part of the vessel or cargo.

The English, and all those under their protection, in any part of the Kingdom of Persia, shall have the free exercise of their religion, without molestation from any one.

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A.D. 1763

The King of Persia.

Should soldiers, sailors, or slaves, desert from the English, in any part of Persia, they shall not be protected or encouraged, but, *bonâ fide*, delivered up, but not be punished for the first or second offence.

Wherever the English may have a factory in Persia, their linguist, brokers, and all other their servants, shall be exempt from all taxes and impositions whatever, and under their own command and justice, without any one interesting therein.

Wherever the English are, they shall have a spot of ground allotted them for a burying ground: and if they want a spot for a garden, if the King's property, it shall be given them *gratis*; if belonging to any private person, they must pay a reasonable price for it.

The house that formerly belonged to the English Company, at Schyrash, I now redeliver to them, with the garden and water thereto belonging.

ARTICLES *desired by the* Khan.

That the English, according to what was formerly customary, shall purchase from the Persia merchants such goods as will answer for sending to England or India, provided they and the Persians shall agree on reasonable prices for the same, and not export from Persia the whole amount of their sales in ready money, as this will impoverish the kingdom, and in the end prejudice trade in general.

That the English, wherever they are settled, shall not maltreat the Mussulmen.

What goods are imported by the English into Persia, they shall give the preference in sale of them to the principal merchants and men of credit.

The English shall not give protection to any of the King's rebellious subjects, nor carry them out of the Kingdom, but deliver any up that may desert to them, who shall not be punished for the first or second offence.

The English shall, at no time, either directly or indirectly, assist the King's enemies.

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All our Governors of provinces, sea-ports, and other towns, are ordered to pay a strict obedience to these our orders, on pain of incurring our displeasure, and of being punished for their disobedience or neglect. A.D. 1763 The King of Persia.

Dated in Schyrash, the 23d of Seerhoja, 1176,
or the 2d of July, 1763.

No. XVIII.

Articles *of* Agreement *with the* Bouncello, *concluded at the Fort at* Raree, *the 7th April,* 1765.

ARTICLE I.

There shall be perpetual peace and friendship re-established between the Honorable Company and Kemsavant, the Bouncello, their successors and heirs; and for the stricter observance of the following Treaty of Peace, Kemsavant, the Bouncello, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge. A.D. 1765 The Bouncello.

ARTICLE II.

The Bouncello renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of Curlee and Salsee, from the sea shore up to the foot of the Gauts, which he cedes and guarantees to the Honorable Company, in full right, and will put them in possession of the same; as likewise the sovereignty of the said river and the islands therein: but the Bouncello requests and hopes, the Honorable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the tenth article, the Honorable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tributes, which now, or heretofore, did pay obedience, rents, or tributes, to the Malwans, in any part of this country to the south of the river Curlee, and cedes and guarantees the same, in full right, to the Bouncello.

ARTICLE III.

The Bouncello agrees to pay to the Honorable Company one lack of Rupees, as the restitution for the expences they have been at during the troubles subsisting between the contracting parties; half to be paid in eight days from the time in which this Treaty is concluded, 25,000 Rupees within twelve months of this date, and the remainder 25,000 Rupees within three years from the date hereof.

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A.D. 1765

The Bouncello.

ARTICLE IV.

The Bouncello will not, by any menaces or otherwise, directly or indirectly, deter the inhabitants of the different districts or villages ceded to the Honorable Company from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to, or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

ARTICLE V.

The English subjects, and the subjects of the Bouncello, shall have free liberty of trade and commerce with each other, without any hindrance or molestation.

ARTICLE VI

The Bouncello will permit the Honorable Company to build a factory or factories on any part of his territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them, till satisfaction is obtained.

ARTICLE VII.

The Bouncello grants to the Honorable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

ARTICLE VIII.

The Bouncello will allow all merchants, or Vanjarrahs, free liberty to pass and repass his territories, to and from Fort Augustus, with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties, and no more, on any pretence whatever.

ARTICLE IX.

The Bouncello agrees to deliver up all the effects which have been carried away from Fort Sundero in the Malwan gallivats, with guns, and all kinds of stores belonging to them, if any such can be proved to be in his possession now, or at any other time.

ARTICLE X.

If Jeejaboy Maharajh, the Rannie, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants, or Vanjarrahs, from passing the Gauts, and the Honorable Company should find it necessary to attack her, in such case, the Bouncello agrees to assist and aid the Honorable Company with his whole force, and furnish a sufficient number of draught and pack oxen, to carry ammunition, provision, and stores.

ARTICLE XI.

The Bouncello shall not keep any fleet, or have any vessels or gallivats equipped for war.

ARTICLE

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The Bouncello.

ARTICLE XII.

If ever the Honorable Company should think proper to demand of the Marattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that, in such case, they will likewise demand for and in behalf of the Bouncello, the lands in the said districts formerly belonging to him. The Bouncello to pay an adequate share of the expences that may accrue to the Honorable Company in making these demands.

ARTICLE XIII.

The fort of Mussoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honorable Company, in its present situation, within eight days from this date; in lieu whereof the Honorable Company shall, at the same time, deliver up to the Bouncello the fort of Raree, with all the guns and carriages found on the walls, when conquered by the English.

ARTICLE XIV.

The Bouncello will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any European deserters to pass through his districts, but, on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bouncello; and slaves to be returned on both sides.

ARTICLE XV.

If any vessels or boats belonging to the English, their subjects or dependents, shall at any time be drove ashore, or wrecked, in any part of the Bouncello's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered up to the right owner, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same, in respect to the vessels belonging to the Bouncello.

ARTICLE XVI.

If at any time the Bouncello should have occasion for powder and ball, and military stores, the Honorable Company will supply him with what they can spare, at the usual rates.

ARTICLE XVII.

The Honorable Company agree, if convenient to them, to furnish the Bouncello with troops to go against his and their enemies.

ARTICLE XVIII.

The Bouncello agrees to fulfil the first, second, third, and thirteenth articles, within eight days from the signature of this Treaty; in default of which he agrees to pay all the charges of maintaining the garrison of the fort of Raree till they are fulfilled; at which time the Honorable Company will deliver up the fort of Raree.

ARTICLE

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A.D. 1765 The Bouncello.

ARTICLE XIX.

In witness of these Articles of Agreement between the contracting parties, we, the underwritten agents, and ministers plenipotentiary, have signed with our hands, and in their name, and in virtue of our full powers, the present Definitive Treaty; and have caused the seals of the Honorable Company and the Bouncello to be put thereto.

Done at the Fort of Raree, the 7th day of April, 1765.

No. XIX.

AGREEMENT *with the* Prince *of* Cherrika, 1765.

A.D. 1765 The Prince of Cherrika.

An AGREEMENT *made with the actual Prince Regent of* Cherrika, *on the 23d of March,* 1765.

In the year 940 (March the 13th) Malabar stile, I, the Regent Prince, Revy Varma, certify by this Agreement, that I have consented the province of Randoterrah shall be under the Honorable United English East-India Company's protection, and for them to collect the rents and revenues thereof, towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly, between my uncles, the Princes of Cherrika, and said Honorable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them, upon a promise made me, on the part of the said Company, by their Chief, Thomas Byfeld, Esq. that all necessary assistance for the good of my palace shall be afforded, when required, agreeable to what has been observed in times past.

The CHIEF *of* TELLICHERRY'*s Declaration to the Prince Regent of* Cherrika, *on his Assignment of* Randoterrah.

1765, March 23, E. S.

In the year 940, ditto 13, M. S., I, Thomas Byfeld, Esq. Chief of Tellicherry, do, by these presents, declare, in behalf of the Honorable United English East-India Company, that the present Prince Regent, Revy Varma, having put the province of Randoterrah under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day:

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honorable Company, in the same manner as was formerly observed and allowed of.

(Signed) THOMAS BYFELD.

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No. XX.

ARTICLES *of* AGREEMENT *made with the* Rannie, *at* Fort Augustus, *the 12th January*, 1766.

A.D. 1766
The Rannie.

ARTICLE I.

There shall be a perpetual peace and firm friendship re-established between the Honorable Company and Maha Rajah Jeejaboy, the Rannie, their successors and heirs; and for the stricter observance of the following Treaty of Peace, Maha Rajah Jeejaboy, the Rannie, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE II.

Maha Rajah Jeejaboy, the Rannie, agrees to pay the Honorable Company seven lacks fifty thousand (7,50,000) Rupees, as restitution for the expences they have been at, during the troubles subsisting between the respective parties, and maintaining the different garrisons at Fort Augustus, and its dependencies: three lacks sixty thousand to be paid within two months from the 12th of January, 1766; the remaining three lacks ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lack (1,00,000) for the three first years, and ninety thousand (90,000) the last year: for the performance of which Maha Rajah Jeejaboy, the Rannie, agrees to give two substantial securities, such as may be approved of by the Honorable the President and Council of Bombay; and she also agrees to allow six (6) per cent. exchange on the three lacks sixty thousand (3,60,000) that is to be paid before the delivery of the fort, which is to be in the following sort of Rupees, Hookary, Peerchaney, Arcoty, Hazancy, and Ourang Shah; and the remainder to be made good equal to Bombay Rupees.

ARTICLE III.

The Honorable Company, in consideration of Maha Rajah Jeejaboy, the Rannie, fulfilling the foregoing article, do agree, on the payment of the first sum, that is, three lacks sixty thousand (3,60,000) to deliver up to her, Maha Rajah Jeejaboy, the Rannie, the fort of Augustus, formerly called Sundudroog, with the forts of Rajhcoat, Serjacoat, and Pudrumdroog, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE

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A.D. 1766

The Rannie.

ARTICLE IV.

The Honorable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, &c. of what kind soever, that they may have brought here; and they do give up to Maha Rajah Jeejaboy, the Rannie, such guns and carriages as are here, that were belonging to Fort Augustus; also those at Rajhcoat, Serjacoat, and Pudrumdroog.

ARTICLE V.

Maha Rajah Jeejaboy, the Rannie, will permit the Honorable Company to build a factory, with warehouses, at Rajhcoat, or at such place as may be most convenient for them (at which place they will hoist their flag) or any part of her territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, as they shall think necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects, and vend them, till satisfaction is made and obtained.

ARTICLE VI.

The English subjects, and the subjects of the Rannie, shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

ARTICLE VII.

Maha Rajah Jeejaboy, the Rannie, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maha Rajah Jeejaboy, the Rannie, or her subjects.

ARTICLE VIII.

Maha Rajah Jeejaboy, the Rannie, grants to the Honorable English Company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

ARTICLE IX.

Maha Rajah Jeejaboy, the Rannie, will allow all merchants, or Vanjarrahs, free liberty to pass and repass her territories, to and from the English factory, at Malwan, near Rajhcoat, or any place where they build one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties, agreeable to the custom practised at Ghereah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories, no customs whatever are to be levied. When they are carried out by the merchants, then they are to pay the duties, agreeable to the custom before-mentioned.

ARTICLE

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The Rannie.

ARTICLE X.

Maha Rajah Jeejaboy, the Rannie, will not entertain in her service any people belonging to the English, whether Europeans or others, but on the contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country, but return them to the Resident of the English factory, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Rannie; and slaves to be returned on both sides.

ARTICLE XI.

If any vessels or boats belonging to the English, their subjects or allies, at any time be drove ashore, or wrecked, in any part of the Rannie's dominions, she agrees to afford all suitable assistance, for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same in respect to the subjects of the Rannie, their vessels or boats.

ARTICLE XII.

Maha Rajah Jeejaboy, the Rannie, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants, or others, that may have served or lived under the protection of the English, during the time they had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Malwan Government subsisted, before the English took this place.

ARTICLE XIII.

The Honorable Company will, at the same time that Fort Augustus is delivered up to Maha Rajah Jeejaboy, the Rannie, deliver to her the prisoners taken in Sundudroog Fort when they conquered it, and are now at Bombay.

ARTICLE XIV.

Maha Rajah Jeejaboy, the Rannie, agrees, should the Honorable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honorable Company, in like manner, agrees to assist the Rannie, should it be convenient for them.

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No. XXI.

GRANT *from* Hyder Ally Khan Behauder, *dated the 23d February,* 1766.

A.D. 1766
Hyder Ali.

I, Hyder Ally Khan Behauder, in consideration of the friendship subsisting between me and the Honorable United English East-India Company, do hereby confirm and ratify, all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardemoms, from the Malabar frontier to the northward to the Samorines dominions, including them; and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday, the day and year above written.

No. XXII.

TREATY *with* Hyder Ally, 1770.

A.D. 1770
Hyder Ali.

ARTICLES *for a* TREATY *of* PEACE *and firm Friendship, between the Honorable* Thomas Hodges, Esq. *President and Governor, and the Council of* Bombay, *in Behalf of the Honorable* United English East-India Company, *on the one Part, and the* Nabob Hyder Ally Khan Behauder, *&c. Titles, for the Countries of* Mysore, Hyder Nagur, *and* Soondah, *on the other Part.*

ARTICLE I.

That agreeable to the third article of the Treaty of Peace, concluded between the Honorable the President and Council of Madras and the Nabob Hyder Ally Khan Behauder, there be, from this day, a firm peace and friendship between the Honorable English East-India Company and the said Nabob, and their successors, to continue for ever.

ARTICLE

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ARTICLE II.

That the Honorable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall; and the ground allotted them shall be rent-free. They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at Carwar; and the Nabob promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honorable Company, at the same price as they may purchase this article at Onore.

ARTICLE III.

That the Honorable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nabob's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honorable Company choose, to be made good in guns, musquets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money.

ARTICLE IV.

That the Honorable Company shall have free liberty to export from Mangulore, or other ports of the Nabob's dominions, whatever rice they may want for Tellicherry or Bombay; three hundred Corges of which is, as usual, to be free of the duty called Adlamy.

ARTICLE V.

That the English shall have free liberty of trading in the several ports of the Nabob's dominions on the Malabar Coast, paying customs at the rate of one and a half per cent. on the sale of all goods; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver, nor on any articles for the immediate use and consumption of the English, their servants and dependents.

ARTICLE VI.

The Nabob obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same, on the debts being fully proved to his satisfaction.

ARTICLE VII.

That the Honorable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank, at Onore, Mangulore, or any other ports of the Nabob's country, teak excepted.

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A.D. 1770
Hyder Ali.

ARTICLE VIII.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nabob's ports, but have free liberty to go out and come in, without hindrance or molestation.

ARTICLE IX.

Whatever vessels belonging to the English may be drove on shore, on any part of the Nabob's dominions, whether by stress of weather or otherwise, his Killedars, officers, and subjects, are to assist them, that their goods may be saved and delivered to the proprietors.

ARTICLE X.

That the said Nabob shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nabob; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*

The commission officers to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party who assists.

Each European soldier - - - - -	15	Rupees per month.
Each Seapoy - - - - - - -	7½	Rupees per month.

ARTICLE XI.

Should, at any time, disputes arise between the servants of the English factories and the Nabob's subjects, servants, or dependents, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nabob's people to his Killedars, Hummuldars, &c. if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honorable Company's protection.

ARTICLE XII.

That the said Nabob shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations, as well as the Country Powers.

ARTICLE XIII.

The said Nabob hereby ratifies and confirms the grant which he executed in February, 1766, and delivered to Messrs. Sparks and Townsend, relative to the privileges and immunities the Honorable Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries, to grant to the Honorable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein, in their utmost extent.

In

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In witness of all which, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenour and date, *viz.* The said President and Council, on behalf of the English East-India Company, in Bombay Castle, this 8th day of August, in the year of the Christian æra, 1770, and the said Nabob Hyder Ally Khan Behauder. A.D. 1770 Hyder Ali.

No. XXIII.

TREATY *with the* Nabob *of* Cambay, 1771.

TRANSLATE *of the* TREATY *entered into with* Nabob Momun Khan, *Governor of* Cambay, *for the Sale of the Fort of* Tarrajah, *with its Ammunition and Dependencies*, 1771. A.D. 1771 Nabob of Cambay.

First. That in consideration of the Honorable Company selling and making over to him and his heirs the fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Coolies, he, the Nabob, agrees to pay them (the Honorable Company) the sum of seventy-five thousand (75,000) Rupees in the term of five years, at five yearly equal payments of fifteen thousand (15,000) Rupees each; the first payment of fifteen thousand (15,000) Rupees to be made twenty days after the Nabob's forces have got possession of Tarrajah fort, and the remainder to be paid punctually by the Nabob, on the very same day of every year after as the first payment was made, until the whole sum of seventy-five thousand (75,000) Rupees is received.

Secondly. As the Honorable Company have been pleased to shew their great regard and favor to him, the Nabob, in giving him the fort of Tarrajah, he most solemnly declares he will, on no account, enter into any terms of friendship with the Coolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Honorable Company as his enemy also, but will distress such as much as possible: neither will he, on any account whatsoever, deliver the fort of Tarrajah, or any part of the country, to either the Coolies or any other country power whatsoever, without the consent of the Honorable Company first had and obtained.

Thirdly

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A.D. 1771
Nabob of Cambay.

Thirdly. That should the Honorable Company at any time hereafter have occasion to act against the Coolies of the other districts, the Nabob very willingly agrees to let the Honorable Company have the use of the fort of Tarrajah and its dependencies, for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want; provided they do no damage to the fort or its Purgunnah, which in such case is to be made good by the Honorable Company.

Fourthly. Should any power whatsoever attack or disturb him (the Nabob) in his fort of Tarrajah and its dependencies, he requests the assistance of the Honorable Company to keep him in possession, as he must now look upon himself as one of their servants; and any charges sustained by the Honorable Company by such their assistance, he, the Nabob, most readily agrees to defray, as soon as he conveniently can: and should the Honorable Company have occasion for his troops, he, the Nabob, is very ready to follow their orders, with such a number of forces as they may require: and the Honorable Company is to pay such expence as may be incurred on that account as soon as may be convenient to them.

Fifthly. He requests the Honorable Company will send him a proper convoy for conveying his troops to the Cooly coast, and that a sufficient force may meet them on the shore, to escort them to and deliver them the fort of Tarrajah; and he requests the Honorable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) Maunds of lead, for the use of Tarrajah Fort, which he, the Nabob, agrees to pay for.

Lastly. He promises and agrees to make the first payment, by the time above-mentioned, unto Mr. John Torlesse, by transfer upon the Shroffs; and for the remainder four payments he makes over the revenue of the Mocawt and Cosbaw: and should it please God to distress the said revenue by want of rain, enemies, or the like, he (the Nabob) then agrees and promises to make the same good himself.

A true Copy of the Translate,
(Signed) FREDERICK DORRIEN,
Secretary.

A true Copy of the Copy,
(Signed) GEORGE SKIPP,
Secretary.

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No. XXIV.

TRANSLATE *of a Writing from the* Nabob *of* Cambay, 1771.

(L.S.)

The PAPER *of* AGREEMENT *between the Honorable* English East-India Company *and* Momun Khan, Nabob *of* Cambay. A.D. 1771 Nabob of Cambay.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise, that should Gogo at any time again fall into my hands, and the Honorable English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there; also from the long friendship subsisting between the Honorable English Company and me, I have hearkened to the recommendation they have been pleased to give to Eckarajee and Gopaljee Servia. I will, on no pretence whatever, meddle with or trouble the ancient possessions of Eckarajee, the son of the late Bowsung, nor the town or fort of Bownagur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation; but I do request, that after this agreement, the Honorable Company will not recommend any more persons of that country to me. And by the help of God, I and my heirs will stand to all agreements hitherto entered into between us. Written with my own hand, this 12th day of the moon Raijub, year 1185, or 22d October, 1771.

A true Translation,

(Signed) JOHN TORLESSE.

A true Copy,

(Signed) DANIEL DRAPER.

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No. XXV.

TREATY *with the* Nabob of Baroach, 1771.

A.D. 1771 — Nabob of Baroach.

ARTICLES *for a* TREATY *of Peace and firm Friendship between the Honorable* William Hornby, *Esq. President and Governor, &c.* Council *of* Bombay, *in Behalf of the Honorable* United English East-India Company, *and the* Nabob Imtyazood Dowlah Haazud Khan Behauder Dillerjung *of* Baroach, *&c.*

ARTICLE I.

Peace and friendship to subsist uninterrupted, in future, between the Honorable Company and the Nabob of Baroach, his heirs and successors.

ARTICLE II.

All British subjects, or persons trading under the protection of the Honorable Company's sealed passes and colours, shall pay no customs at Baroach, &c. places in the Nabob's country; except such as the Honorable the President and Council shall impose, which shall be levied by such persons as they shall appoint on account of the Honorable Company: and the Nabob engages, for himself and successors, that no fees, duties, or exactions, of any sort, shall be levied on the said trade, by himself or them, on any pretence whatever.

ARTICLE III.

The Honorable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house, shall be allotted for that purpose.

ARTICLE IV.

The Dutch have already a factory at Baroach; but, in future, no other European nation shall be permitted to settle a factory at Baroach, without the consent of the Honorable the President and Council.

ARTICLE V.

The Nabob engages never to assist the enemies of the English Nation, but obliges himself to assist the Honorable Company, in any wars they may be engaged in, with one thousand private Seapoys and three hundred cavalry, with their officers, or such larger number as they may want and he can spare, at the following rates, *viz.*

Each horseman - - - - - - -	15	Rupees per month,
Each Seapoy - - - - - - - - -	7½	ditto,

or at such rates as it shall appear they stand him in.

ARTICLE

ARTICLE VI.

The Nabob will not engage in any war with any of his neighbours without the consent of the President and Council; but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories, they shall give him effectual support and assistance, he paying the troops on the following terms:

To each European - - - - - - -	15	Rupees per month,
To each Seapoy - - - - - - -	7½	ditto.

N. B. The commissioned officers of the Company, and the superior officers of the Nabob, to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

ARTICLE VII.

The Nabob agrees to pay unto the Honorable Company, in consideration and acquittal of all demands to this day, the sum of four lacks of Rupees, which the Honorable the President and Council agree to accept, in full for their claim on him for the Phoorza, and exactions of customs on British Merchants, on condition he shall inviolably adhere to the terms herein contained; and on failure hereof, it is hereby declared that the above sum of four lacks shall be deemed and taken to be for repaying the expence incurred by the expedition only: and the Honorable the President and Council, in such case, hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lacks of Rupees are to be paid within two years and a half from the date hereof, at the following stated periods, *viz.*

Two lacks within six months from the date hereof,

One lack more within twelve months from the first payment; and the

One lack remaining in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE VIII.

In case any expedition shall be hereafter undertaken, and success attend it, the Honorable the President and Council will take care that the Nabob of Baroach shall have a recompence adequate to the assistance he may afford.

ARTICLE IX.

In consideration of the friendship established between the Honorable Company and the Nabob, he shall have firm friendship with all their friends and allies; particularly the Nabobs of Surat and Cambay, with whom he shall enter into a Treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this article, we on the parts of the Nabobs of Surat and Cambay become security.

Bombay Castle,
30th November, 1771.

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Separate Article *entered into with the* Nabob *of* Baroach.

A.D. 1771

Nabob of Baroach.

You, the Nabob Sahib Imtyazood Dowlah Maazud Khan Behauder Dillerjung, may live at the port of Baroach, freely believing us your friends for ever. We have given up the demands of Phoorza, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honorable Company, and charge of the expedition sent against you. Our hearts are quite cleared, and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above-mentioned.

We shall get paid yours and your subjects' just debts, from any persons or place under your Government, on being proved. We shall admit no information against you; we look upon Baroach as ours and Bombay as yours. This protection paper is granted you from the part of the Honorable Company, with their word as well as our word and honor, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counsellors are bound that no difference will be either with you or your children, and the friendship shall be daily encreased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above-mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honorable Company's word and honor. Should any merchants of Baroach, or the persons under your protection, chuse to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honorable Company.

Translation *of the* Nabob's Bond *to the* Honorable Company.

Know all men, that I, Imtyazood Dowlah Maazud Khan Behauder Dillerjung, Nabob of Baroach, have this day agreed and acknowledged myself indebted unto the Honorable United English East-India Company the sum of four lacks of Rupees, current money of Bombay; for the payment of which to be well and truly made unto the Honorable William Hornby, Esq. President and Governor, &c. Council of Bombay, at the

the following stated periods, I hereby bind myself, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure. A.D. 1771 Nabob of Baroach.

Two lacks within six months from the date hereof;
One ditto more within eighteen months from the date hereof;
One ditto more within two years and six months from the date hereof.

In witness whereof, &c. &c. in presence of my brother, my uncle, my Codjee, my Moonshee, my Vackeel, who have also signed to this bond, as witnesses of its being my act and deed.

No. XXVI.

Treaty *with* Futty Sing, 1773.

Seal of Futty Sing.

The Company's Seal.

Agreement *between* William Andrew Price, *Esq. Chief for Affairs of the* British Nation, *in Behalf of the Honorable* United East-India Company, *on the one Part, and* Futty Sing Guickwar *on the other Part.* A.D. 1773 Futty Sing.

The town of Baroach, lately belonging to Mahazuz Khan, Nabob, having been conquered by the victorious arms of the Honorable Company, it is stipulated and agreed, that every thing shall remain on the footing it was at the time of the said conquest; the English and Futty Sing each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above every thing is to continue.

This is the agreement sealed by both parties, the 12th day of January, 1773, or the 18th of Shewwel, in the 1186th year of the Higera.

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No. XXVII.

Treaty *with* Ragobah, 1775.

Seal of the Company.

A.D. 1775 Ragobah.

Articles *of* Agreement *and* Treaty *between the Honorable* William Hornby, *Esq.*, *President and Governor, &c. Council of* Bombay, *and of all its Dependencies, on the Part and Behalf of the Honorable* United English East-India Company, *on the one Part, and* Ragonath Row Bellajee, Peshwa, *on the other Part. Dated the 6th day of March, in the year of our Lord,* 1775, *or the third day of the month Mohurram and year* 1189 (Higera) Mahometan *Style, or the* —— *day of the month* —— *and year* 1179, Gentoo *Style.*

ARTICLE I.

The Treaty concluded between the Government of Bombay and Badjerow Pundit Purdan, or first Minister of his Serene Highness the Sou Rajah, dated July, 1739, or 1140 of the Gentoo Style; and that concluded on the part of this Government with Ballajee Bajerow Purdan, dated 12th October, 1756, or of the Mahometan Style, 17th of Mohuram, 1170, are hereby ratified and confirmed, in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light, in which they have hitherto been ever understoood.

ARTICLE II.

All other agreements subsisting between this Government of Bombay and that of the Mahrattas are hereby ratified and confirmed; and after the re-establishment of Ragobah in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government, in behalf of the Honorable Company, and the Mahratta Government.

ARTICLE III.

Ragobah, on his part, and on the part of the Mahratta Government, engages from his day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company, in any part whatever of their dominions in India; and the Honorable

the

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the Governor and Council of Bombay do, in the like manner, engage never to assist the enemies of Ragobah. A.D. 1775. Ragobah.

ARTICLE IV.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragobah to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Ragobah, to assist him with a strong body of forces, with proper guns and warlike stores, as a field train of artillery, which are to join his army, and act in conjunction with his forces, against his enemies the ministerial party. In the said body of forces no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but, at present, only five hundred (500) Europeans, and one thousand (1000) Sepoys and Lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE V.

In consideration of such effectual assistance on the part of the Honorable Company, Ragobah, as Peshwa, and as Supreme Governor in the whole Mahratta empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them, in the most full, ample, and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and in case of the loss, at any time, of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever.

Bassein, and the whole of its dependencies, in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts, and every thing belonging to the Poonah Government, in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it, as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies, in their full extent, together with every thing belonging to the Poonah Government in those Purgunnahs.

The four following islands adjacent to Bombay, with every thing belonging to the Poonah Government therein, *viz.* Caranja, Canary, Elephanta, and Hog Island.

ARTICLE VI.

Ragobah also engages immediately to procure from the Guicawars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicawars in the town and Purgunahs of Broach.

ARTICLE

A.D. 1775.
Ragobah.

ARTICLE VII.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the places ceded by the two last articles, in the like manner as the Poonah Government, or the Guicawar Government, were before considered; and are, accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poonah Government, or the Guicawar Government, before exercised or received.

ARTICLE VIII.

Ragobah also engages faithfully to make good to the Company, for ever, the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Oclaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE IX.

Ragobah engages to pay, in full for the charges and expences of the body of forces with which he is to be assisted, consisting of 2,500 men, the sum of one hundred and fifty thousand Rupees (150,000) monthly and every month; which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay; but as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly; and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.*

Occlaseer, his remaining share, after deducting what is before, by these presents, ceded to the Honorable Company.

Ahmood, and all its districts.

Hansoot, and all its districts.

Versaul, and all its districts.

But it is hereby declared, that the revenues of these places belong to the Honorable Company no longer than till the amount of the monthly stipend, that may be due for the expences of the Company's forces, is fully discharged, when all farther demands on these four places are to be relinquished; and in this light the Honorable the Governor and Council declare they accept those four Purgunahs.

ARTICLE X.

As it has been mutually agreed, during the course of this negociation, that the sum of six lacks of Rupees should be deposited by Ragobah with the agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies, the ministerial party, and Ragobah, finding it at this time totally impossible

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impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows: That Ragobah shall immediately deposit with the Company's agents at Surat to the full value of six lacks of Rupees, in jewels, to remain in the Honorable Company's possession till redeemed, which must be done as soon as Ragobah's affairs will possibly admit. All this Ragobah faithfully and firmly engages to perform, and the Honorable Company to accept.

ARTICLE XI.

In case of opposition from any person or persons whatever, to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragobah doth engage to pay the expence that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure them, for ever, in the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE XII.

Should Ragobah make peace with his enemies, the ministers, he firmly and faithfully engages, that the English East-India Company shall be included in it to their satisfaction.

ARTICLE XIII.

Ragobah doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any depredations in the Carnatic, so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

ARTICLE XIV.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Maratta Coast, every assistance shall be given by the Government and inhabitants, to save as much as possible; and the whole that may be saved shall be returned, all reasonable expences being paid by the owners.

ARTICLE XV.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property, from the day this Treaty is signed; and this Treaty, from that day, is to be considered in full force, just as if the expected services were fully accomplished, whether Ragobah shall make peace with his enemies or not.

ARTICLE XVI.

Immediately after the ratification of the aforegoing articles, and after the jewels, to the full amount of six lacks of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expences of the forces, so long as they continue with Ragobah, and till they return, all in the manner above-mentioned; the Governor and

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A.D. 1775
Ragobah.

and Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragobah; and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poonah, in the government of the Maratta Empire.

The foregoing articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written; and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay, within thirty days after this date.

(Signed) ROBERT GAMBIER.

We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Ragonath Row Ballajee, Peshwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done, of the date above-mentioned, and the same having been signed to, ratified, and confirmed by Ragonath Row Ballajee, Peshwa; and whereas, by the last article, it is covenanted and agreed, that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these therefore are to certify, that we hereby ratify and confirm the foregoing Treaty, in all and every part. In testimony whereof, we have caused the seal of the aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord, 1775.

(Signed) WILLIAM HORNBY, (L.S.)
DANIEL DRAPER, (L.S.)
THOMAS MOSTYN, (L.S.)
BRICE FLETCHER, (L.S.)
WILLIAM TAYLER. (L.S.)

By

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By order of the Honorable William Hornby, Esq., President and Governor, &c. Council of His Majesty's castle and island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East-India Company on the west side of India, and on the coasts of Persia and Arabia: A.D. 1775 Ragobah.

(*Signed*) GEORGE SKIPP, *Secretary*. (L.S.)

LIST *of* SUNNUDS *for the undermentioned Places, given by* Ragobah Badjerow Purdan *to the Honorable* Company.

2	Sunnuds for	Basseen,
2	Ditto - -	Salsette,
1	Ditto - -	Orpad,
1	Ditto - -	Jamboseer,
1	Ditto - -	Broach,
1	Ditto - -	Caranja,
1	Ditto - -	Elephanta,
1	Ditto - -	Canary,
1	Ditto - -	Balsar,
2	Ditto - -	Occlaseer,
1	Ditto - -	Hansoot,
2	Ditto - -	Ahmood.
16	Sunnuds.	

TRANSLATE *of five* Sunnuds *from* Ragobah, *for* Basseen, Salsette, Orpad, Jambooser, *and* Broach, *all included under* No. 1.

To the Dessmock and Despandy, or to the Pundit and Omaldars under him.

I, Ragobah Bajerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the

 said

A.D. 1775 Ragobah.

said Purgunnah, and delivered the said Government to the English Company; therefore you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

Translate *of five* Sunnuds *from* Ragobah, *for* Basseen, Salsette, Caranja, Elephanta, *and* Canary, *all included under* No. 2.

To the Havildar and all Managers of Business.

Ragobah Bajerow Purdan, his compliments, acquainting them, that the castles of all these places have been given to the Company; you are, therefore, to deliver them the charge thereof, and obtain a receipt for them.

Dated the 11th Zil-hitch, 1165.

Translate *of four* Sunnuds *from* Ragobah, *for* Occlaseer, Hansoot, Balsar, *and* Harmood, *all included under* No. 3.

To the Government or Omaldars.

After Compliments.

That I, Ragobah Bajerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of 1,50,000 Rupees every month; therefore you are to pay them the revenues of your place, and take the receipt for what you pay them; and the same is to continue till their demand is discharged.

Dated the 11th Zil-hitch, 1165.

TRANSLATE

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Translate *of a* Sunnud *from* Ragobah, *for* Occlaseer, *included under* No. 4. A.D. 1775 Ragobah.

To the Government or Pundit of Occlaseer.

After Compliments.

That Ragobah Bajerow do command you to pay, out of the revenues of your place, the sum of 75,000 Rupees to the English Company, annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

Translate *of a* Sunnud *from* Ragobah, *for* Ahmood, *included under* No. 5.

To the Zemindar, or Land-holder of Ahmood.

That I, Ragobah Bajerow Purdan, do command you to pay the revenues of your place to the English Company, being on account my agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid; and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch, 1165.

No. XXVIII.

Treaty *with* Ragobah, 1778.

Ragobah's Sicca.

Company's Seal.

Edward Ravenscroft,
Secretary to the Select Committee.

Articles *of* Agreement *and* Treaty *between the Honorable* William Hornby, *Esq. President and Governor, and the Select Committee of* Bombay, *on the Part and Behalf* A.D. 1778 Ragobah.

A.D. 1778 Ragobah.

of the Honorable United English East-India Company, *on the one Part,* and Ragonath Row Badjerow Purdhan *on the other Part. Done and concluded at Bombay, this 24th day of November, in the year of our Lord* 1778, *and on the 3d day of Jeelcud Sookhursun Tissah Subein Miah-wa Alluff, or year* 1179 *Mahometan Style; or according to the Gentoo Æra, the 5th day of Marguasheir Sood, in the year Vellamly, or* 1700.

ARTICLE I.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, ministers in behalf of the Peshwa and the Maratta State, having been violated by those ministers in almost every article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage and agree, in behalf of the aforesaid Honorable Company, to assist Ragonath Row Badjerow Purdhan to the utmost of their power to put him in possession of Poonah, and to place him in the Regency of the Maratta Empire, during the minority of Madarow Narrain, the infant Peshwa; hereby declaring, that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Maratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE II.

Ragonath Row Badjerow Purdhan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peshwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But Ragonath Row Badjerow Purdhan having expressed his doubts of the legitimacy of the Peshwa, Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Ragonath Row Badjerow Purdhan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is suppositious, they will place him in the Peshwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Naron Row, they will guarantee him an equal division of the Government and country, on the Peshwa's attaining to the age of seventeen, agreeable to what Ragonath Row Badjerow Purdhan says he is entitled to by his birthright, according to the Gentoo law.

ARTICLE III.

The Governor and Select Committee of Bombay do hereby stipulate, and Ragonath Row Badjerow Purdhan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree, that the person of the Peshwa, Madcrow Narrain,

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rain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and in such case, the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Ragonath Row Badjerow Purdhan may keep a Chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations, on the mother's side; but should all these decline the trust, the child shall then be disposed of, in such manner as may be deemed most advisable for his security, and for the honor of the contracting parties.

ARTICLE IV.

Moraba Furneese, Butcheba Pronder, and Tookajee Holcar, having invited Ragonath Row Badjerow Purdhan to take upon himself the Government as Regent, and promised their assistance, Ragonath Row Badjerow Purdhan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful obedient servants, that he will shew favor to them according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE V.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the articles of the present Treaty. Ragonath Row Badjerow Purdhan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those whom he may be of opinion have injured him.

ARTICLE VI.

In consideration of the assistance to be afforded by the Honorable Company, for placing Ragonath Row Badjerow Purdhan in the Regency at Poonah, Ragonath Row Badjerow Purdhan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March, 1775, and to cede and make over to the Honorable Company, for ever, the several places and territories granted by the said Treaty, which was restored by the Treaty of Poorunder, and Basseen, and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this article, are as follow:

Basseen, fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that province.

Jambooseer

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A.D. 1778
Ragobah.

Jamboosecr and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

The island of Kennery.

An assignment upon the Purgunnah of Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poonah ministers, Ragonath Row Badjerow Purdhan doth hereby engage and agree, that the said Autgoms shall be ceded to the Honorable Company: but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE VII.

In addition to the several grants and cessions herein above specified, Ragonath Row Badjerow Purdhan doth hereby engage and promise to cede and make over, for ever, the Purgunnahs of Ahmood and Hansoot; which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE VIII.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property, from the day this Treaty is executed, without any claim of Chout to the Maratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper; for which purpose Ragonath Row Badjerow Purdhan doth, with these presents, deliver the necessary orders to the Maratta officers to surrender the said places. Ragonath Row Badjerow Purdhan doth further promise and engage, that immediately after his taking charge of the regency of Poonah, he will execute and deliver to the government of Bombay regular Sunnuds, under the Peshwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE IX.

Ragonath Row Badjerow Purdhan engages to pay and make good the charges and expences of the army and stores with which he is now to be assisted; which he hereby faithfully promises to make good in ready money, as soon as the situation of his affairs will possibly permit: and for the further security of the Honorable Company, he, by these presents, assigns over the Purgunnah of Versaul, and the remainder of Occlaseer, the revenues of which are to be collected by his Aumildars and paid to the Honorable Company,

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Company, till the amount due for the expences of the army is fully discharged; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto, on the part of the Honorable Company, will be relinquished: or if Ragonath Row Badjerow Purdhan regularly paid the monthly sum stipulated in the next article, the Honorable Company will not interfere with the said Purgunnahs.

ARTICLE X.

Ragonath Row Badjerow Purdhan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lacks and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expence attending the army; and is to commence from the day the forces leave Bombay.

ARTICLE XI.

Ragonath Row Badjerow Purdhan faithfully promises and engages to discharge his present debt to the Company, as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE XII.

The English forces are to continue with Ragonath Row Badjerow Purdhan until the object of this Treaty is accomplished, which is to place him in the regency at Poonah; and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Ragonath Row Badjerow Purdhan with their forces, so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE XIII.

The several Treaties and agreements subsisting between the Government of Bombay and the Maratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE XIV.

After the establishment of Ragonath Row Badjerow Purdhan in the regency at Poonah, there shall be a firm peace and alliance between the Honorable Company and the Maratta Government. Ragonath Row Badjerow Purdhan engages never to assist the enemies or molest the dominions of the Company in any part of India, nor to make war, or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay in like manner engage, in behalf of the Honorable Company, not to assist the enemies of Ragonath Row Badjerow Purdhan.

ARTICLE

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A.D. 1778
Ragobah.

ARTICLE XV.

Ragonath Row Badjerow Purdhan hereby engages and agrees, that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Maratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Maratta Government and the French Nation; any failure in which stipulation will be considered as a breach of the alliance between the Maratta Government and the Honorable Company.

ARTICLE XVI.

Ragonath Row Badjerow Purdhan doth hereby stipulate and engage, that the English shall enjoy all their former privileges and freedom of trade in the Maratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Maratta dominions; but the Honorable Company will make no settlement therein, without permission from Ragonath Row Badjerow Purdhan.

ARTICLE XVII.

If any article of the present Treaty should interfere with any engagement formed by the Governor-General and Council, not yet known to the Governor and Select Committee of Bombay, such article may be liable to be altered or amended as may be necessary.

The foregoing articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company and Ragonath Row Badjerow Purdhan, the contracting parties have interchangeably affixed their hands and seals, and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(*Signed*) William Hornby,
John Carnac,
Daniel Draper.

No. XXIX.

Convention *of* Wurgaon, 1799.

A.D. 1799
Convention of Wurgaon.

Translation *of the* Articles *of* Agreement *between* Seremunt Mhaderow Narrain Pundit Purdhan *on the one Part, and the* English Company *on the other Part.*

In the time of the late Seremunt Pundit Purdhan Mhadoo Row Bullol, matters went on peaceably. Since then the English obtained possession of several places belonging to the

the Sircar, such as the islands of Salsette and Ouran, Jamboosеer, and the Mahals and Purgunnah of Broach, both belonging to the Sircar and the Guicowar; and the English gave their aid to Ragonath Row Dada Saheb: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an agreement, and according to that agreement matters were to go on between the Company and the Maratta Sircar. But on the side of the English this agreement was not adhered to, they having given aid to Ragonath Row, and making preparations for war mounted the Gauts, invaded the districts of the Maratta Sircar, and began to make hostilities; upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Ragobah to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Maratta Sircar. The islands of Salsette and Ouran, and the other islands and places, as Jamboosеer and the Mahals of Broach, formerly belonging to the Maratta Sircar and the Guicowar, such as Chickly, Veriaul, &c. were taken possession of: these we give up, and agree to go on and remain, as we were in the time of the late Peshwa, Mhadoo Row Bullol; upon which this agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullol Pundit Purdhan matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and farther Jamboosеer and other Mahals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of: these must be delivered back to the Sircar; and no aid or protection must, in future, be afforded to Ragonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform; and on the part of the Sircar good faith is also to be observed. Ragonath Row Dada Saheb was with us: he, by his own consent, committed himself, with all his effects, to the care of Tookajee Holcar and Madjee Scindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay; and as security for this, on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay; and for this purpose troops shall be sent with you, or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Autrewede and Bundebund provinces and their Sirdars being always under the Sircar, no damage is to be done to them:

A.D. 1779

Convention of Wurgaon.

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A.D. 1779
Convention of Wurgaon.

them: and the English army from Calcutta having crossed the Nerbuddah is now at Hussengabad; it is not to be permitted to proceed forwards, but is to be sent back to Calcutta, and on the road no molestation is to be given to any one. The before-mentioned agreement is formed by the mediation of Tookajee Holcar and Madjee Scindia, and according to it, matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Maratta Camp, by
THOMAS HOLMES and WM. G. FARMER.
Signed in the English Camp, by
JOHN CARNAC and CHARLES EGERTON.

AGREEMENT *of* John Carnac, *Esq. Counsellor, and* Colonel Egerton, *an English Committee of Bombay, with* Madajee Scindia.

That after falling out with the Sircar of Maderow Narrain Pundit Purdhan, we with an army came upon the Gaut, and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Saheb. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would become between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay: on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay, without molestation from any body. You made our escape entirely; all which we took into our consideration, and were very glad. You are a principal officer and a well-wisher to this government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and every body's molestation, and got the Treaty settled as before, without any dispute from the Sircar; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed under the King's and Company's seal, to deliver up to you the fort of Baroach, with its government, in the same manner as the Mogul did hold it, which fort is now in our possession, and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's Dustuck, under the King's seal, to the Killedar of Baroach, and deliver the fort and its country in the manner the Mogul did hold it up to you, under oath no dispute shall arise

in

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in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you, as hostages for the performance of this agreement. We will let no dispute arise. This we agree to in writing. A.D. 1779 Convention of Wurgaon.

Wurgaon, near Tullagaon, 27th Julbeze.

N. B. The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th. This morning Mr. Farmer returned to the Maratta camp with Madajee Scindia's Vackeel, with the papers executed.

N. B. *The Governor and Council of Bombay refused to ratify this Convention.*

No. XXX.

TREATY *with* Futty Sing, 1780.

TREATY *between the Honorable* English East-India Company *and* Futty Sing Row Guicowar Shemseer Behader, *concluded at the Village of* Candcela, *in the* Purgunnah *of* Dubhoy, *January the 26th*, 1780. A.D. 1780 Futty Sing.

The Ministers of the Maratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier-General Thomas Goddard, in the name of the Honorable Governor-General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honorable the President and Select Committee of Bombay, with the sanction and approbation of the Honorable the Governor-General and Council of Fort William, have appointed and authorised Brigadier-General Goddard to settle and conclude a Treaty of lasting peace and alliance, betwixt the Honorable English East-India Company on one part, and Futty Sing Row Guicowar Shemseer Behader, for and in the name of all the Guicowar Family, on the other; and the following are the articles of convention mutually entered into.

ARTICLE I.

The English and Futty Sing Row agree to a league of defensive alliance, and to protect each other against all foreign enemies whatever.

 ARTICLE

A.D. 1780

Futty Sing.

ARTICLE II.

The ministers of the Maratta State, by repeated violations of Treaty, as well as their late conduct, having drawn on themselves the just resentment of the English; having also, by undue acts of oppression, proved themselves the enemies of Futty Sing; for these reasons, and because the most firm and sincere friendship has long subsisted betwixt the Honorable Company and Futty Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poonah from all share of country in the province of Guzerat whatever.

ARTICLE III.

The English agree to support and defend Futty Sing in possession of his share of the Guzerat province; and Futty Sing is to assist and support the English in possessing themselves of, and maintaining the share now held by the Government of Poonah.

ARTICLE IV.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futty Sing, the latter agrees to join the English with three thousand horse, according to custom, and as many more as he can possibly raise, to act in conjunction with them, during the present war, whenever they shall call upon him to do so.

ARTICLE V.

As the present mode of partition betwixt the Poonah Government and Futty Sing is attended with great loss and inconvenience, from the disputes that must arise from the interference of the officers of each, in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon, that a new settlement of the province of Guzerat shall take place, for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honorable East-India Company and Futty Sing, according to the proportion of the revenues now respectively held by him and the Marattas.

ARTICLE VI.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myhé, now possessed by the Poonah Government, to be allotted to Futty Sing; in lieu of which the English are to be put in possession of the Guicowar division of the country, south of the Tappey, known by the name of Attaveezy, and their share of the revenues of Surat.

ARTICLE VII.

The English will give such assistance of force as Futty Sing may require, to conquer and put him in possession of the Poonah share of the country to the north of the Myhé.

ARTICLE

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ARTICLE VIII.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted him, and to hold his share independent of, and unconnected with the other, except when united for their common defence against a foreign enemy; which they mutually, and in the most solemn manner, agree to do. And this partition and settlement mutually agreed to, is to be binding upon them and their posterity for ever.

ARTICLE IX.

Futty Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poonah Government, it is stipulated that the Honorable Company will do so, till a final peace shall be concluded betwixt them and the Poonah Government, in which the interest of Futty Sing shall be carefully and equally attended to with their own.

ARTICLE X.

In consideration of the advantage that will arise to Futty Sing from the above article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinnore, and the villages situated in the Broach Purgunnah, now belonging to him, both which are to remain for ever in the possession of the Company.

ARTICLE XI.

All the countries and places made over to the English in this Treaty by Futty Sing, are to be delivered into their hands, and the collections accounted for to them from the day that Futty Sing is put in possession of the city of Ahmedabad; and no demands of collection for any past time is to be made in them by Futty Sing.

ARTICLE XII.

It is agreed, that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honorable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy, so authenticated, is to remain with the Honorable President and Select Committee of Bombay, and another with Futty Sing.

A true Translation,
(Signed) Dalhousie Watherstone,
Persian Translator.

A true Copy,
(Signed) Thomas Goddard.

Company's Seal.

This

A.D. 1780 Futty Sing.

This Treaty was signed, sealed, and delivered to the contracting parties by each other, in presence of us, who have hereunto signed our names.

(*Signed*) JOHN COCKERELL, *Quarter-Master-General.*

EDWARD HEARD, *Adjutant-General.*

N. B. A copy of this Treaty was also written in Persian, and the articles respectively placed opposite to the English ones, and signed as follows:

(*Signed*) THOMAS GODDARD.

The Seal of the Company.

Futty Sing, his Seal. FUTTY SING's Signature.

(*Signed*) GOVIND GOPAUL, *The Rajah's Duan.*

(*Signed*) ROLAGEE SCINDIA, *Married to the Daughter of Seajee, Futty Sing's Brother.*

No. XXXI.

AMENDED TREATY *with* Futty Sing, 1780.

A.D. 1780 Futty Sing.

TREATY *between the Honorable* English East-India Company *and* Futty Sing Row Guicowar Shemseer Behauder, *concluded at the Village of* Candeela, *in the* Purgunah *of* Dubhoy. *January the 26th*, 1780.

The Ministers of the Maratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard, in the name of the Honorable Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honorable the President and Select Committee

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Committee of Bombay, with the sanction and approbation of the Honorable the Governor General and Council of Fort William, have appointed and authorised Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honorable English East-India Company on the one part, and Futty Sing Row Guicowar Shemseer Behader, for and in the name of all the Guicowar Family, on the other; and the following are the articles of convention mutually entered into.

ARTICLE I.

A Treaty between the Chiefs of the English Company and Futty Sing Row Guicowar Shemseer Behader is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one the enemies of the other. If any one shall invade the territories of the English it shall be incumbent on Row Shemseer to punish him, and if any one shall invade the country of the said Row, the chiefs of the English Company shall use their endeavours to repel him. In this let no deviation happen.

ARTICLE II.

Whereas the Ministers of Poonah have repeatedly violated the Treaty, which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Futty Sing Row Guicowar Shemseer Behader, have greatly oppressed him, wherefore it has become necessary for our mutual honor, to check and resent the injuries which have been committed by the Ministers of Poonah. It is therefore at present agreed, that having removed the Government of the Ministers of Poonah from the country of Guzerat, we will conquer and possess ourselves of the whole country of Guzerat and the Soubah Ahmedabad, and make such an arrangement, that the ministers shall not be able to receive or collect a single Daum from that country.

ARTICLE III.

The share of the country of Guzerat belonging to the Guicowar shall be continued and kept entire, and the share of the Ministers of Poonah shall be enjoyed by the English Company; and Row Shemseer Behader shall support and assist the Chiefs of the English Company in taking it, and in keeping possession of it: and the Chiefs of the English Company shall not fail to support and assist Row Shemseer Behader in the defence and maintenance of his share.

ARTICLE IV.

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Row Futty Sing Shemseer Behader and the English, Row Shemseer Behader engages that he will supply for the present war three thousand horse, as usual, and further, as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interest.

ARTICLE

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A.D. 1780
Futty Sing.

ARTICLE V.

Whereas, in the divisions held by the Guicowar and the Ministers of Poonah respectively, by reason of the double Government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the Ryots are distressed; the English Chiefs are, for these reasons, desirous of settling a new partition, so that a Treaty having mutually taken place no difference may arise: and with a view to the interest and welfare of both, a portion of country, equal to the share held at present by the Ministers of Poonah, according to the established collections and customary receipts of revenues, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a Daum difference.

ARTICLE VI.

The city of Ahmedabad together with the Purgunnahs, that is to say, the whole of the country laying on the other side of the river Mahé, which is now possessed by the Poonah Government, shall be conquered and given to the Row Shemseer Behader, and in exchange for it, the Pergunnahs of Surat Attaveesee, and the Chout of the city of Surat, shall be allotted to the share of the English Company. Whatever difference may arise in the revenue of the respective shares by this exchange, shall be adjusted according to the preceding article.

ARTICLE VII.

Whenever Row Shemseer Behader shall require troops to conquer the country comprehended under the share of the Ministers of Poonah, and laying on the other side of the river Mahé, they shall be supplied by the English Company.

ARTICLE VIII.

After the partition of the country of Guzerat is effected, each party shall have the sole government in the districts allotted to their respective shares, and shall have no dependence on one another, except when any enemy shall invade the country of Row Shemseer Behader, in which case assistance shall be brought by the English Company; and if any enemy shall invade the share of country allotted to the English Company, Row Shemseer Behader shall afford support and assistance, and this partition of the country of Guzerat, which hath with mutual approbation been settled between Row Shemseer Behader and the English Company, shall perpetually remain and be continued to their respective descendants and successors: in no respect shall it be broken through by either.

ARTICLE IX.

Agreeable to the representation of Row Futty Sing Behader, the money which he annually sends to Poonah must not be sent: he must keep it with himself. Whenever any negociation of peace shall take place with the Ministers of Poonah, the interest and

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and welfare of Row Shemseer Behader shall be first discussed. The interest of Row Shemseer Behader and the interest of the Company are one and the same. A.D. 1780 Futty Sing.

ARTICLE X.

As the above article is for the advantage of Row Futty Sing Shemseer Behader, he, from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Zinnore, together with the villages of Baroach, which are at present in his possession. Whatever difference may arise in the revenue of the respective shares by this exchange, shall be adjusted according to the fifth article.

ARTICLE XI.

All the Pergunnahs and villages above-mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Row Shemseer Behader. From the day on which possession is taken of the city of Ahmedabad, the revenues of the above Pergunnahs shall be enjoyed by the English Company, and from that day no claim of collection shall be made, on account of the time past, in these Pergunnahs.

ARTICLE XII.

It is agreed, that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honorable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy, so authenticated, is to remain with the Honorable President and Select Committee of Bombay, and another with Futty Sing.

Approved the draft, and ordered that a fair copy of it be made in duplicate, to receive the signature of the Members of the Board, and to be sealed with the seal of the Company.

No. XXXII.

Agreement *with the* Rajah of Travancore, *commonly called the* Pepper Contract, 1793.

Articles *of* Agreement *made and entered into by the Honorable* Major General Robert Abercromby, *President and Governor of Bombay, for and on Behalf of the Honorable* United A.D. 1793 The Rajah of Travancore.

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A.D. 1793
The Rajah of Travancore.

United English East-India Company *and their Successors, on the one Part, and* Gueswa Pilla, Dewan *to his Highness the* Rajah of Travancore, *for and on Behalf of his said Highness and his Successors, on the other Part, this 28th Day of January of the English Year* 1793, viz.

That this agreement shall not affect or interfere with any agreements subsisting between the said Honorable Company and the said Rajah; and the said Rajah shall deliver to the said Company, between the 10th February 1794 and 10th April following, three thousand Candies (of 560 pounds weight) of clean pepper, at the rate of one hundred and fifteen Bombay Rupees for each Candy, exclusive of two Rupees customs for each; and shall further deliver a similar quantity (three thousand Candies) annually, at the same price and at similar periods, for nine successive years, that is, three thousand every year, until the 10th April 1804 (English computation).

That of the pepper above stipulated to be delivered annually, two thousand five hundred Candies shall be delivered at Quilon, and the remaining five hundred Candies at the said Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive, in part payment for the said annual contract for pepper, the undermentioned articles, at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred Candies of lead, three hundred yards of scarlet broad-cloth superfine, one thousand five hundred yards of ditto fine, twenty seven thousand five hundred yards of red purpet, two thousand yards of blue purpet, five hundred yards of yellow purpet, five hundred yards of green purpet.

That the balance due for the said annual provision of pepper shall be discharged in Bombay Rupees; which balance, together with the warlike stores stipulated to be taken in part payment, shall be made good between the 10th February and 10th April of each respective year that this agreement shall be in force, in like manner as the Rajah engages to deliver the pepper within those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the said Company fifty-seven Rupees and an half penalty for each Candy of pepper so deficient. In like manner, should the Company fail, on their part, to make good to the Rajah the amount specified in

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in the agreement within the terms prescribed, they shall forfeit a penalty of double the sum so deficient. A.D. 1793 The Rajah of Travancore.

In witness of the foregoing agreement, Major General Abercromby and Gueswa Pilla have subscribed to two copies thereof which have been mutually exchanged, and have affixed their seals, this 28th day of January, 1793.

(Signed) ROBERT ABERCROMBY.

No. XXXIII.

TREATY *with the* Nabob of Surat, 1800.

ARTICLES *of* AGREEMENT *between the Honorable* East-India Company *and their Successors and the* Nabob Nasur-ud-Deen Khan, &c. &c. *and his Heirs and Successors, for the better Administration of the Government of the City of* Surat *and its Dependencies.* A.D. 1800 The Nabob of Surat.

Whereas the Honorable the English East-India Company have been subjected to a heavy expense for the protection of the city of Surat, and whereas the existing system of internal government in the said city has been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Honorable the Earl of Mornington, Governor General of the British Possessions in India, and the Nabob Nasur-ud-Deen, &c. are mutually desirous of providing more effectually for the external defence of the city of Surat, and for the security, ease, and happiness of the inhabitants, the following articles of agreement are concluded, on behalf of the Honorable English Company and their Successors, by the Honorable Jonathan Duncan, Governor of Bombay, vested with full powers for that purpose by the said Governor General on the one part, and by the Nabob Nasur-ud-Deen, and his heirs and successors, on the other part.

ARTICLE I.

The friendship subsisting between the Honorable English Company and the Nabob Nasur-ud-Deen Khan, &c. &c. &c. is hereby strengthened and confirmed, and the friends and the enemies of one shall be considered to be the friends and enemies of the other.

ARTICLE II.

The Nabob Nasur-ud-Deen agrees, that the management and collection of the revenues of the city of Surat, and of the territories, places, and other dependencies

 thereof,

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A.D. 1800 The Nabob of Surat.

thereof, the administration of civil and criminal justice, and, generally, the whole civil and military government of the said city and its dependencies, shall be vested, for ever, entirely and exclusively in the Honorable English Company.

ARTICLE III.

It is agreed, that the Nabob shall be treated, on all occasions, with the same respect and distinction as his predecessors.

ARTICLE IV.

The English Company agree to pay to the Nabob Nasur-ud-Deen and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lack of Rupees annually, which shall be considered to be the first charge payable from the said revenues. The Company also engage to pay to the said Nabob and his heirs, in addition to the above-mentioned lack of Rupees, a proportion of one-fifth of the annual revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lack of Rupees, the sum payable to the Mahrattas and the charges of collection. The residue of the revenues, after the foregoing deductions, shall be at the disposal of the said Company.

ARTICLE V.

In order that the Nabob may, at all times, have full satisfaction, in respect to the revenues of Surat and its dependencies, he the said Nabob shall be at liberty to inspect all the accounts thereof, from time to time, or to station a Vakeel, or accountant, at his own expense, in all or any of the offices of collection, for the purpose of taking and transmitting to his Excellency copies of all or any of the accounts of the said revenues.

ARTICLE VI.

Courts shall be established for the due administration of civil and criminal justice; which courts, agreeably to the stipulations in the second article, shall be under the sole authority of the English East-India Company. The said Court shall be composed of officers to be appointed by the Governor in Council of Bombay for the time being, and shall be conducted according to such ordinances and regulations (framed with a due regard to the existing laws and usages of the country) as shall, from time to time, be published by the said Governor in Council.

ARTICLE VII.

In complaints brought before the courts of justice, in which it shall appear, either by the application of the Nabob or the representation of the defendant, at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations or servants of the Nabob, it is agreed, that such parties shall, in the first instance, be referred for justice to the Nabob, or to any person he may appoint to dispense

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dispense it. Any complaint against the relations or immediate servants of the Nabob by persons of a different description, shall, in the first instance, be made to the chief civil servant at Surat, who shall refer it to the Nabob, who hereby engages to order an immediate investigation to be made, or in case the parties should desire it, to order the disputes to be referred to a proper arbitration, the Nabob engaging to bring it to a direct issue, and to carry the sentence or award, if unfavorable to his relation or servant, into immediate execution. A.D. 1800 The Nabob of Surat.

By order of the Right Honorable the
Governor General in Council,

(*Signed*) G. H. Barlow,
Chief Secretary to the Government.

N. B. *The above is the Copy of the Treaty as transmitted from the Governor General in Council of Bengal to the Governor in Council of Bombay, on the 10th of March* 1800, *and was ultimately agreed to, without any alteration, by the Nabob of Surat, on the 13th May* 1800.

No. XXXIV.

Treaty *with* Anund Row Guicowar, *June* 1802.

Articles *of* Agreement *between the Honorable* Jonathan Duncan, Esq., *President and Governor of Bombay, for and in Behalf of the Honorable* East-India Company, *and* Rowjee Appajee, *the* Dewan, or *Minister of* Anund Row Guicowar Senah Khas Khel Shumshere Behauder, *for and in Behalf of the said* Anund Row Guicowar, *in virtue of the full Powers vested in the said* Rowjee Appajee *to treat and settle for the Affairs of the Guicowar Principality with the said Governor of Bombay, which Powers bear Date the* 3d *of* Zilkad, *or* 8*th of March, in the Year of our Lord* 1802. A.D. 1802 Anund Row Guicowar.

ARTICLE I.

Whereas certain articles were, under date the 15th of March last, answering to the 10th Zilkad, entered into, under the abovementioned full powers, by the said contracting parties, in reference to the war then carrying on against Mulhar Row, and providing for

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A.D. 1802

Anund Row Guicowar.

for the Guicowar Government's defraying the whole expense thereof, and for its subsidising a permanent force from the Honorable Company, and ceding to them the Pergunnah of Chourassy and the Guicowar's share of the Choute of Surat; all these stipulations are herein declared to be in full force, and of equal strength and solidity, as if repeated in the present Treaty.

ARTICLE II.

Mulhar Row having commenced hostilities with the state of Anund Row Guicowar Senah Khas Khel Shumshere Behauder, and taking possession of Vessanagur, induced Anund Row to solicit the assistance of a British force, for the purpose of effectually reducing Mulhar Row, and taking his fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said chieftain to reason, either by peaceable or hostile means; and the latter having, in consequence, been persued, on account of Mulhar Row's not abiding by the advice of the English, the war has since terminated successfully for the state of Anund Row, who has, in consequence, entered on possession of the fort of Kurree and of its Pergunnahs, and of Mulhar Row's other territories, and made a provision for him in the Pergunnah of Meryad, ceding also to the English Company the Pergunnah of Chickly, situated in the district of the Surat Attaveesy, in full sovereignty for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE III.

By the second article of the convention of the 15th of March last it is stipulated, that Jaydad, or landed funds, equal to the income of sixty-five thousand Rupees per month, shall be assigned to the Honorable Company, to defray the expense of the subsidised force; but as, from the present incumbered and mortgaged state of the districts composing the Guicowar principality, these assignments cannot be effected, and the Honorable Company put into possession during the current year, beginning from the Mirgh of 1859, or June 1802, it is hereby agreed, that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honorable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guicowar State from the period referred to in the convention of the 15th March.

ARTICLE IV.

The second article of the convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guicowar Government, the principal obstacle to which consists in want of ready money funds, for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honorable

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Honorable Company meaning to extend, to this effect, some pecuniary assistance to the Guicowar State, the repayment of this amount is to take place and be secured in manner following: A.D. 1802 Anund Row Guicowar

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the Pergunnahs of Barodra, Coral, Senor, Pittad, and Ahmedabad, to the full amount of the Russud, which will be about 11,75,000 Rupees per annum, shall be collected by the Company, in proportion to the advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue, from the above named Pergunnahs, shall revert again to the administration of the Government of Barodra.

ARTICLE V.

There shall be a true friendship and good understanding between the Honorable English East-India Company and the state of Anund Row Guicowar, in pursuance of which, the Company will grant the said chief its countenance and protection in all his public concerns, according to justice and as may appear to be for the good of the country, respecting which he is, also, to listen to advice. And the state of the Guicowar having represented sundry points to the Governor in which it is interested, he has assured Raoba of the general attention of the Honorable Company to protect the administration of Anund Row in all their rights, and to be aiding to its concerns with his Highness the Paishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE VI.

For the cultivation and promoting the permanency of the good understanding between the two states, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE VII.

In future, the subjects of each state who may take refuge with either, shall be delivered up, if the state from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them: but as a free intercourse between the countries and the two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shewn.

ARTICLE VIII.

This agreement to be binding and permanent, when ratified by the Supreme Government of Bengal, which, in all political concerns, controuls all the other Presidencies; but, in the mean time, to be in full force.

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A.D. 1802
Anund Row Guicowar.

In witness whereof the parties to the foregoing articles of agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord 1802.

(Signed) Jonathan Duncan.

Signed, sealed, and delivered, in the presence of

(Signed) A. Walker,
Kahmauleddeen.

A true Copy,
(Signed) H. Shank,
Acting Political Secretary.

A true Copy,
(Signed) J. A. Grant,
Sub Secretary to Government.

Translation *of a* Sunnud, *or Grant, of* Chickley, *written in the Form of a Letter to the Honorable* Jonathan Duncan, Esq. *Resident and Governor of Bombay, by* Anund Row Guicowar Senah Khas Khel Shumshere Behauder.

Mulhar Row Guicowar Himut Behauder being indebted to us for the arrears of our annual accounts, and having exchanged Bahanders, or securities, for the future good behaviour on both sides, a settlement had taken place. In the present year Mulhar Row unjustly raised a quarrel with us, and without paying any regard to the Bahanders, or securities, we sent to him, for the purpose of discussing the subject, the fort of Bissanagur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, in his proceeding with troops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we dispatched Kehonaleddeen Hoossien Khan Behader and Gopal Row Bapojee to you, and begged the assistance of the Company Behader, on condition that we shall defray the charges of their troops, for which a due provision has been separately made: but in testimony of our sense of the seasonable assistance afforded to us by the Honorable Company, we now make the Company a present of Chickley, within the province of Surat Attavissy, to be taken possession of by the English, at the beginning of the approaching year, on Suvant 1859, and to enjoy the benefit of it for ever. In this Pergunnah, whatever are the gifts and donations, such as annuities, Enams of villages and grounds, charitable allowances, and the rights of the

A.D. 1802 — Anund Row Guicowar.

the Zemindars, may be observed and allowed for, according to the usual rules, and the balance of the present year against that Pergunnah may be discharged, agreeable to its accounts.

Dated 2d Suffer, or 4th June 1802.

A true Copy,

(*Signed*) H. Shank,
Acting Political Secretary.

True Copy,

(*Signed*) J. Hallett,
Assistant to the Secretary.

Malsa Kaunt, *in the Rajah's own hand writing.*

I, Anunt Row Guicowar Sena Khel Shumsere Behader, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Rowjee Appajee, hath in my name, and on my behalf, made and concluded with the Honorable the Governor of Bombay.

First. I hereby confirm and ratify such grants of lands as my said Dewan, Rowjee Appajee, has made to the Honorable Company, either in Enam or Jaydad; and I also declare, that I hold myself, my heirs, and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expences which the English Government have been at or contracted, in the course of their military operations in Guzerat, undertaken for the support of my Government.

Secondly. I entirely approve and highly commend the prudence of my Dewan, in having obtained a body of English troops to remain permanently in this country, as on their courage and fidelity I place an unlimited dependance.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or 1st of Assar 1859, Hindu æra.

Thirdly. As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil disposed persons amongst the Arabs, who disregarding my legal authority, have plotted against my liberty, and even my life.

 By

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A.D. 1802
Anund Row Guicowar.

By the favor of God they have been defeated; but should their wicked machinations, at any time hereafter, succeed, I shall expect the English to release me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he shall devise or direct, for restoring my person to freedom.

Whoever, in short, shall either bring Canoojee into the management of affairs, or shut me up in the fort of Baroda, or elsewhere, is a rebel, and I fully authorize the aforesaid Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of Government, and bring them to that punishment, which is due to those who endanger the person of their sovereign in every part of the world. Thus, therefore, I order all the faithful officers of Government, Silladars, Sebundy, and others, on any of the foregoing events occurring, to obey Major Walker's orders.

Fourthly. Whereas it is signified in certain articles of agreement between the Honorable the Company and my Dewan, Rowjee Appajee, that the English Government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English Government at Baroda, consents to assist me with a pecuniary loan to effect this reduction in the following terms.

Fifthly. As it seems impossible that I can retrieve myself or my country from its present embarrassments, without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary reductions by degrees. The objects of reduction are contained in the annexed account; and if possible, they shall be effected at the periods specified opposite to each of the articles.

Sixthly. Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops in the presence of three persons, *viz.* one on the part of the Company, one on the part of the Guicowar Government, and the third by such of the Jemedars, or Parckhis, as may be the agents of the Sebundy. According to this muster the account shall be taken and discharged.

Seventhly.

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Seventhly. I do hereby further agree and promise, that I shall positively reduce the Arab and other force, within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me, as they have done on the present occasion.

Eighthly. Provision is already made in the fourth article of agreement, executed and interchanged between the Honorable the Governor of Bombay and my Dewan, Rowjee Appajee, bearing date the 6th June, or 5th Suffer last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire Russud of the lands appropriated by that article, to the amount of 11,75,000 Rupees per annum, to the discharging, in equal proportions, of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be, by a strict adherence to the letter of treaty, it being however always understood, that the provisions in the fourth article of the said Treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honorable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or Russud, is to be collected every year from the Comavissdars of the Purgunnahs allotted for this purpose, in the Treaty of the 6th June, by such persons as the Government of Bombay may appoint.

Ninthly. Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion, shall be reckoned and accounted for from the time the said Company may raise a loan for that purpose, and it shall be reckoned every six months, at the rate of three-quarters per cent. per month of thirty days, instead of every year or every twelve months. All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors.

Tenthly. Conformably to Major Walker's suggestions and wishes, the articles contained in this declaration were written, and to which I have given my assent: but on the event of evil disposed persons attempting any thing unfair or unreasonable against my person, my Dewan, Rowjee Appajee, his son, his brother, nephew, or relations, and Madow

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A.D. 1802 Anund Row Guicowar.

Row Tatia Muzumdar, or even should I myself, or my successors, commit any thing improper or unjust, the English Government shall interfere, and see, in either case, that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my state and Government shall be permanent, and descend to the lineal inheritors of the Musnud, and that the Dewanship shall be preserved to Rowjee Appajee.

In the last place, I desire to form the most intimate connection with the Company, and that all business with the Poona Durbar may be jointly managed by the English Resident and my Vakeel.

Such are my wishes and sentiments, so help me God.

Given at Baroda, 29th July 1802.

Witness:
(Signed) GOPAUL ROW BAPOOJEE,
Vakeel in behalf of Sena Kass Khel Shumshere Behader.

Witness:
(Signed) MIGUEL DE LIMA SOUZA.

The date of the Mahratta version, in the hand-writing of the Dewan, as also the signature "Anund Row Guicowar Sena Kass Khel Shumshere Behader." The following words are written in the Rajah's own hand:" "the above writing is true."

The Seal.

APPENDIX

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Appendix *to the* Treaty *with* Anund Row Guicowar.

Appendix, No. 1.—*Translation of an Engagement by Mulhar Row Guicowar Himut Behader to the Honorable the Governor of Bombay.*

A.D. 1802 — Anund Row Guicowar.

Having through my misfortune fallen into a warfare with the state of Brodera, and been defeated by the army of the said state, assisted by the arms of the Honorable English East-India Company, I surrendered myself, on a promise of security to my life and my honor, since which the Government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either state, made the following provision for me, *viz.* that out of the Pergunnah of Neryand (which is the ancient seat and abode of my predecessor), a Jaydad of a lack and a quarter of Rupees be assigned and committed to me, for the support of me and my children, family, and brothers: wherefore I agree and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of Sebundy to make my collections, I am not to maintain any troops whatever, hereby consenting, that the officers of the Sircar of Brodera and of the English gentlemen may, at any time, after ascertaining the fact, cause any excess in my establishment, as above-mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both states, without any deviation or difference whatsoever. As my securities in which respects Major Walker, on the part of the Honorable Company, and Meer Kehmauleddin Hesaine Khan Behader, have at my instance engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement: and should there prove any deficiency in the Jaydad of 1,25,000 Rupees, those gentlemen are, by interposing with the officers of the Brodera Government, to cause it to be made up. Besides this, if after experience had of my good behaviour and the security of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Row Sena Khas Kheyl Shumshere Behader, with the approbation of this Government, to make any encrease in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffer, 1217, or 2d of June, 1802.

N. B. A copy of the original of this engagement has been deposited with the officers of Rajah Anund Row's Government.

A true Copy,

(Signed) H. Shank,

Acting Political Secretary.

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Appendix, No. 2.—*The Governor of Bombay to Mulhar Row Himut Behader.*

A.D. 1802 — Anund Row Guicowar.

Having perused your engagement of the 1st of Suffer, I approve thereof: you are, therefore, in full security, to repair and continue to dwell with your son and brothers, and now dispersed family (whom you are to send for) at Neryad, on the terms of the Sunnud of the 5th of Suffer from Rajah Anund Row Sena Khas Kheyl Shumshere Behader; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sircars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation.

Dated — of June 1802, or 5th of Suffer 1217.

(Signed) Jonathan Duncan.

The Company's Seal.

A true Copy,

(Signed) H. Shank,
Acting Political Secretary.

Appendix, No. 3.—*From Mulhar Row to Annud Row Guicowar.*

After compliments.

Having been indebted to you in money, and having Bahanders, or securities, between us, I have created a dispute with you, and after entertaining forces have taken your fort of Visanaghur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Behauder. The Honorable Jonathan Duncan Behauder proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the fort of Kuree, and all the territories belonging to me, and delivered them into your Sircar, and for myself made a provision of 1,25,000 Rupees per annum from the Pergunnah of Naryad, which has been given to me through his Honor's means, which I shall accept, and together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct the Honorable the Governor hath satisfied you, and according as he has

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has thus signified, so shall we conduct ourselves peaceably, without deviation. This Jageer, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my Jaydad a little increased from the Sircar. Dated the 2d Suffer, or 3d of June, 1802. A.D. 1802 Anund Row Guicowar.

Major Walker, on the part of the English East-India Company, and Meer Khemauleddeen Hosseen Khan, are my Bahanders, or securities, for the purpose of this writing.

(Signed) MEER KHEMAULEDDEEN HOSSEEN KHAN, *as guarantee.*

(Signed) MAJOR WALKER, *as guarantee.*

A true Copy,

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 4.—*From Anund Row to Mulhar Row Guicowar Himut Behauder.*

After compliments.

The following are the articles for the management of the villages given from the Sircar as a Jagire, the Purgunnah Naryad, to the value of 1,25,000 Rupees, for your expence and the maintenance of your family, *viz.*

1st. The Purgunnah of Naryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

2d. The rule respecting hay, &c. will be continued to you, as it is usually observed in that Purgunnah.

3d. In case of your being oppressed by the Coolies or Murrassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

4th. Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

5th. You may receive from the Purgunnah the 1,25,000 Rupees in the manner directed by its deed.

6th. In case of any calamity, accident, or damage falling to the Purgunnah, a due allowance or credit will be given on examination of its accounts.

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A.D. 1802
Anund Row Guicowar.

The foregoing six articles shall be complied with by the Sircar, for which Major Walker, on the part of the English East-India Company, and Meer Khemauleddeen Hossien Khan Behauder, are given as guarantees and mediators. 7th Suffer, or 8th June 1802.

Signature of Raoba, *his Dewan.* | Seal of Anund Row.

N. B. These articles were particularly solicited by Mulhar Row, and granted as an additional favor by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

(Signed) Jonathan Duncan.

A true Copy,

(Signed) H. Shank,
Acting Political Secretary.

Appendix, No. 5.—*Translation of a Letter from Annud Row Guicowar to Suckharam Chinnajee, Subedar of Surat Attavissy, dated 2d Suffer* 1858, *or 3d June* 1802.

On account of disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq. President and Governor of Bombay, was called on for assistance, therefore the Mahal of Chickley, within the Province of Surat Attavissy, has been given to the Honorable Company, as a donation for them, to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this Mahal is subject to, which shall be observed and complied with.

A true Copy,

(Signed) H. Shank,
Acting Political Secretary.

Appendix, No. 6.—*Translation of a Letter from Anund Row Guicowar, &c. to Vitul Row Babajee, Camavisdar of Chickley, dated the 2d Suffer* 1858, *or 4th June* 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq. President and Governor of Bombay, having been applied to for assistance, the Purgunnah of Chickley, within the limits

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limits of Surat Attavissy, has been in consequence given to the Company of the English Behauder, as an Enaum, or donation, ~~for them~~ to enter into possession of it at the beginning of the approaching year, or Suvunt 1859; wherefore you will deliver over to the Company Behauder the charge of it accordingly

A true Copy,

(*Signed*) H. Shank,

Acting Political Secretary.

Appendix, No. 7.—*Translation of a Letter from Anund Row Guicowar, &c. to the Zemindars of Chickley, dated Jesta Soodhe 4th* 1858, *or 4th June* 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the Sircar has given to the Company of the English Behauder the Mahal of Chickley as a donation, to be taken possession of by them from the beginning of the Suvunt 1859; saving always and subject to the gifts and donations, such as daily allowances, annuities, Enams of land and villages, charitable allowances, Darakdars, Jassus, and the rights of the Zemindars, and whatever there may be in this Mahal: therefore you will be obedient to their orders, and attend to the annual gifts and exemptions above specified, as usual.

A true Copy,

(*Signed*) H. Shank,

Acting Political Secretary.

Appendix, No. 8.—*Translation of a Letter from Anund Row Guicowar Senah Khas Khel Shumshere Behauder to Myral Narayen, dated* 5*th Suffer, or* 6*th June* 1802.

Soorsun-esuney Myatyne-vu-aluf (the date of the year in Arabic.)

On account of the English Company Behauder battalions or troops, expence 50,000 Rupees value in Jaghere, from the Pergunnah Nudyad, is made over; you will put them in possession accordingly.

Signed and sealed.

A true Copy,

(*Signed*) H. Shank,

Acting Political Secretary.

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APPENDIX, No. 9.—*Translation of a Sunnud for Dholka, executed by Anund Row Guicowar, to the Honorable Jonathan Duncan, Esq., President and Governor, on Behalf of the Honorable Company, dated 5th Suffer, or 6th June* 1802.

A.D. 1802 — Anund Row Guicowar.

A body of the Honorable Company's forces, consisting of two thousand men besides the artillery, have been subsidised by our Government: their charges are to commence from the date of the reduction of our Arab Sebendy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year 1859, all the territories or Mahals belonging to the Guicowar state having been incumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed, that at the beginning of the year 1860, the Pergunnah of Dholka shall be assigned towards defraying the charges of the subsidised troops, for their future services, and accordingly, in the year 1860, this Purgunnah shall be put into your possession, for the purposes of the abovementioned charges. In this Purgunnah of Dholka whatever annuities, daily allowances, charitable allowances, donations, and Derakdars allowances there may be, should be observed and continued. In the same manner are also some villages in this Purgunnah allowed for the private expences of women of Guicowar families, which are to be continued: the deficiency in the collection arising on this account shall be annually paid in cash.

A true Copy,
(Signed) H. SHANK,
Acting Political Secretary.

A true Copy,
(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

APPENDIX, No. 10.—*Translation of a Bond executed by Anund Row Guicowar to the Honorable Jonathan Duncan, Esq., President and Governor, on Behalf of the Honorable Company, dated 5th Suffer, or 6th June* 1802.

Whereas a body of the Honorable Company's troops, consisting of two thousand men besides artillery, have been stationed with us, the expense of which is to commence from

from the date of the reduction of our Arab Sebundy, and whereas we possess no means convenient to appropriate, or landed funds to defray their expense for the first year, which amounts to Rupees 7,80,000, therefore in part thereof a Jaydad, equal to 50,000 Rupees a year, from the villages of Neryad, has been assigned, and the balance (Rupees 7,30,000) shall be discharged within one year in cash, with nine per cent. interest, for which is pledged the revenue of Kurree, after deducting the real charges and the proceeds, or what shall be recovered on account of the collections of Bhawnagur and of Katia and Katiavad, for the Gentoo years 1857 and 1858, or through any other means, the sum of 7,30,000 Rupees shall be discharged in ready money, in one year. For the due compliance with this, Babajee Appajee and Kehmauleddien Hossein Khan have been tendered and delivered as securities. A.D. 1802. Anund Row Guicowar.

Seal of Anund Row.

Securities: Babajee Appajee, whose name is signed by Ramjee and Kehmauleddien Hossein Khan. — The Seal.

A true Copy,

(*Signed*) J. Hallett,

Assistant to the Secretary.

Appendix, No. 11.—*Translation of a Letter or Sunnud from Anund Row Guicowar to the Honorable Jonathan Duncan, Esq., President and Governor of Bombay, dated the 5th Suffer Suvun* 1859.

In consequence of the disturbance raised with this Sircar by Mulhar Row Guicowar Himut Behauder, I have taken possession of his territories through your means, *viz* Kurree Eupperbund Deogong, whilst for the maintenance of his family and himself it has been agreed to make a provision in the Pergunnah of Naryad, which inclusive of the Kellodary or fort, and articles situated therein, is known to be equal to a rental of 2,25,000 Rupees, out of which he (the said Mulhar Row) shall, on his residing at Naryad with his family

A.D. 1802 — Anund Row Guicowar.

family as follows, subject to an established or former annual Varauth or assignment, in favour of Kehmauleddien Hossien Khan, on account of his pay and allowances, to the amount of 80,000 Rupees a year, including which last Varauth we have put in possession of Mulhar Row the Cusba, and such part of the villages of the said Pergunnah as shall yield him 1,75,000 Rupees, upon your being the guarantee, and the remainder, to the amount of 50,000 of this Pergunnah, comprehended in its villages, to that amount indiscriminately taken, is made over to you, towards the charges of the subsidized troops, which amount you will accordingly receive on the said account. In this Pergunnah whatever donation, annuities, and Dirakdars allowances are usually paid, should be observed, in proportion to the share of each party; and the Cammavisdars balance on the Mahal in question shall be rateably discharged by each, according to the accounts thereof.

A true Copy,

(*Signed*) H. Shank,
Acting Political Secretary.

A true Copy,

(*Signed*) J. A. Grant,
Sub-Secretary to Government.

Appendix, No. 12.—*From Anund Row Guicowar Senah Khas Khel Shumshere Behauder to the Zemindars of the Pergunnah of Nudyad or Nuryad.*

Be it known to all, that out of the villages of this Pergunnah, revenue funds, amounting to 50,000 Rupees, are assigned, in part of the expence of the British subsidized troops.

You are directed to deliver the power in this Jagheer to the English Company Behauder, from the beginning of the now commencing year, making over possession to them, and yielding obedience to their authority and management.

Dated Jeylsood 6th, 1858, or 5th Suffer
6th June 1802.

Signed and sealed.

A true Copy,

(*Signed*) H. Shank,
Acting Political Secretary.

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APPENDIX, No. 13.—*Private Engagement to Rowjee Appajee.*

A.D. 1802 — Anund Row Guicowar.

It is the intention of the Government of Bombay, that the Dewanship of Rowjee Appajee, in the Sircar of Brodera, shall be permanent, and that his son, brothers, nephews, and relations and friends, shall be duly protected and supported by the Honorable Company in their just rights; and if the Guicowar, Sena Khas Khel Shumshere Behauder, or any body else, should unreasonably treat them ill, or offer any undue molestation, the Company will protect them, by interfering in their behalf. In witness whereof I have hereunto put my hand and seal, at Cambay, this 8th day of June, in the year of our Lord 1802.

(Signed) J. DUNCAN.

A true Copy,

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 14.—*Grant of the Village of Bhatta, in the Pergunnah of Chourrassy, to Rowjee Appajee.*

The Honorable English East-India Company, placing the greatest reliance in the good faith and attachment of Rowjee Appajee, Dewan of the Guikwar State, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802), in Enam for himself, his sons, and their or his children, for ever, the village of Bhatta, in the Pergunnah of Chourrassy, to the end that entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June 1802, or 5th Suffer,
1215 of the Higera.

A true Copy,

(Signed) H. SHANK,
Acting Political Secretary.

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APPENDIX, No. 15.—*Cambay, 27th February,* 1802.

A.D. 1802
Anund Row Guicowar.

Mr. Miguel de Lima e Souza having read and explained to us yesterday, the 26th instant, the several letters written to him by our Vakeel, Gulabchund Taluckchund, at Bombay, making the Honorable English Company several proposals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said Vakeel, Gulabchund, in his several letters to the said Mr. Miguel de Lima e Souza. In witness whereof Manaboy Gerbay, his brother's uncle, and such of his relations who have a right in the territories mentioned by Gulabchund Taluckchund in his letters to Mr. Miguel de Lima e Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dollerah.

Witnesses:

The above was written, read, explained, and signed before us,

(*Signed*) ROBERT HOLFORD,
MUNGAJEE RANGAJEE,
GULABCHUND TALUCKCHUND.

TACOOR MUNABAY GERBAY,
TACOOR SESSMUTJEE SEETOJEE,
TACOOR DESSABAY RAZABAY,
TACOOR KULLABAY GERBAY,
TACOOR VAGAJEE SESSABAY,
TACOOR HACKABAY CATTAHBAY,
TACOOR SORROBAY SATABAY.

Dollerah, 5th March 1802, the following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay by Gulabchund Taluckchund, in his several letters to Mr. Miguel de Lima e Souza.

Witnesses:

The mark ✡ of NATHOOJEE BALLIAJEE,

(*Signed*) GULABCHUND TALUCKCHUND,
MUNGAJEE RANGAJEE.

TACOOR MUNGACEE ROUZAJEE,
TACOOR BARABAY RAZAJEE,
TACOOR RUPABAY MOZEE,
TACOOR UNEZEE ALLIAJEE.

I, Bugwandoss

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I, Bugwandoss Nathjee, in charge of the Desseyship of Dandoora, do hereby declare, that the Gracias, who have ratified and confirmed by their signature on this and the other side, the proposals made by their Vakeel, Gulabchund Taluckchund, to the English Government in Bombay, in his several letters to Mr. Miguel de Lima e Souza, being sent for, they one and all declared they have put their name to this paper, and that on the other side, from their free will. In witness whereof I have put my name, in Dollerah, the 6th March 1802.

Dollerah, the 6th March 1802, Churassa Jeejee Agersinjee, inhabitant of Gamp, having just arrived, declared before Bugwandoss Nathjee, that he had desired his relations, Lessajee Sallojee and Manabay Gerbay, to offer to the Government of Bombay his and his family's villages, Vajhe, Morising, Sandially, Pimply, Timboo, Dawser, part of Cataria, and two other pieces of land, on the same terms as they might offer their own: and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by every thing done and agreed upon by Sessajee Sallajee and Manabay Gerbay, through their agent, Gulabchund Taluckchund, agreeable to what is written in his several letters to Mr. Miguel de Lima e Souza. In witness whereof he had made his mark, in the presence of Bugwandoss Nathjee Dessay and other witnesses. Dollerah, the 6th March 1802.

The mark ✠ of CHEERASSAMA,
BUGWANDOSS NATHJEE,
MUNGAJEE RANGAJEE,
DAM WALLAH GERDIAH,
JEEJEE AGERSINGJEE.

Churassama Bavajee Balliajee, who owns Vaghas consisting of eight large and small villages, came in and confimed the proposals made by Gulabchund Taluckchund, and also the signature of Churassama Jeejee Agersingjee, 18th March, 1802.

The mark ✠ of CANOJEE BALLAGEE.
The mark ✠ of BHINJEE KANJEE.

True Copies,
(Signed) J. HALLET,
Assistant to the Secretary.

We, the undersigned, do hereby promise, that we shall not, on our arrival at Dollerah, make any disturbance with any body there, or touch any thing whatever belonging

A.D. 1802 — Anund Row Guicowar.

belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. de Souza every assistance to try and examine every thing we have set forth in our proposals, and shall remain quiet and silent, until the Honorable the Governor determines to accept or not our proposals.

Cambay, the 28th February, 1802.

A true Copy,

(*Signed*) JOHN WILLIAMS,

Assistant to the Secretary.

APPENDIX, No. 16.—*Translation of a Perwanah.*

Anund Row Guicowar Senah Khas Khel Shumshere Behauder to the Gracias of Dhoondooca Choodasama and others, landholders under the said Pergunnah. You have, in consequence of the oppressions from the Rajah of Bhownagur Limree, and other powerful neighbours, made application to the Honorable the Governor of Bombay, about four years ago, and offering him the villages requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima e Souza, on account of the Honorable Company, to make the necessary enquiries respecting the following villages, which you have assigned over, *viz.* Roytulla, Dhollera, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter under the Company's protection. Thus you have represented to me in person; whereupon this Cowl Perwanah (a grant) is issued to you from the Sirkar, that after cultivating your respective grounds in the abovementioned Pergunnahs, you may enjoy a peaceable residence there. The Paishwa's Khundrug for the Pergunnah Doondooka and the Sircar's usual Jummabundy to be regularly paid, and you shall experience no oppression from the Sircar. The Honorable Company shall have the Government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this Cowl from the Sircar. Dated Jah Soodhe 2d 1858, or 2d of June, 1802.

A true Copy,

(*Signed*) JOHN WILLIAMS,

Assistant to the Secretary.

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No. XXXV.

AGREEMENT *with* Anund Row Guicowar *in* 1803, *supplementary to the Treaty of March and June* 1802.

TRANSLATION *of a Copy of a Letter to the Honorable* English East-India Company, *from* Anund Row Guicowar Sena Khas Kheel Sumshire Behader, *dated the* 1*st Shaval, or* 25*th January* 1803, *accompanying the* Resident of Brodera's *Letter of the* 14*th February. Received at Bombay the* 20*th ditto.*

A.D. 1803
Anund Row Guicowar.

After compliments.

Par. 1. It being agreed between us to subsidize your troops, to the strength of two thousand in number, the following Jagheer is ceded for that purpose, *viz.*

Rupees 1,25,000 From the Pergunnah Nuryad, the amount that had been reserved, after deducting one lack of Rupees for the maintenance of my senior, Mulhar Row Guicowar Heemut Behader, who having in the current year fled, in such case it ought to be credited from the next year to your account.

1,30,000 Being the estimated revenue of the Neezapoor Mehaul, *viz.*

Net collection about	Rupees	1,20,000
Durbar charges, &c.		10,000
	Total Rupees	1,30,000

25,000 From the Pergunnah Kurree, that is situated in the vicinity of the Pergunnah of Nuzapoor, say two lacks eighty thousand Rupees worth in Jagheer, duly ceded in the manner above recited, to commence from next year 1860, Sun Arba Myabine 1204.

2,80,000

2. The

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A.D. 1803
Anund Row Guicowar.

2. The amount you will have to disburse, on account of the respective Pergunnahs, yearly gifts, charity, Darikdars, and Durbar charges, shall be duly accountable to your Sircar by my Sircar, in seeing the same regularly paid, together with the produce of the Enam villages.

3. On your faithfully executing the Sircar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

4. Soohoor Sun Salas Myatyne Onaluf 1203. What can I write more?

Anund Row's Seal.

Mortub.

Statement of the Districts ceded to the Honorable Company by Anund Row Guicowar.

1.	The Pergunnah of Dholka - - - -	Rupees	4,50,000
2.	Ditto Neryad - - - - - - - -		1,75,000
3.	Ditto Bejeapoor, including the Rajah's Khangee, or the revenues allotted for his private expenses		1,30,000
4.	A Tuppa of Kurree, contiguous to Bejeapoor -		25,000
		Rupees -	7,80,000

Baroda,
18th February 1803.

(*Signed*) A. Walker,
Resident.

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Letter, *or Sunnud, dated 1st Saval, or the 25th January* 1803, *and addressed to the Honorable English Company by Anund Row Guicowar Shenah Khaskel Sumsher Behauder.*

Two thousand of your troops are in our service, for their part maintenance it is agreed to give Jageer lands as follows, *viz.* A.D. 1803 Anund Row Guicowar.

In Neryad, deducting assignments or money agreed to be transferred, to the amount of one lack of Rupees (1,00,000), the remainder of the revenue of that district, being one and quarter lack of Rupees (1,25,000), was allotted for the support of our relation, senior to us in years, Mulhar Row Guicowar Heemut Behauder, which, as the aforesaid fled in the same year, is given to you.

The Pergunnah of Vejapoor, valued at one lack and thirty thousand Rupees (1,30,000) *viz.* the revenues one lack and twenty thousand Rupees (1,20,000) and Durbar Kirch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the Pergunnah of Kurree of twenty-five thousand Rupees (25,000) adjoining Vejapoor.

These Jageers, yielding two lacks and eighty thousand Rupees (2,80,000), are given to you from ——— of the ensuing year 1860 (or Anno Domini 1803-4).

Out of these it will be necessary to pay the usual annual allowances. Versasun Dheunada, or charities, and Dirikdars Daity and Durbar Kirch, the amount of which you may take credit for and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the state.

A true Translate,
(Signed) R. Drummond.
A true Copy,
(Signed) A. Walker,
Resident.

A Letter, *or Sunnud, dated the* 10*th Mohurrum (*3*d May) and addressed to the Honorable English Company by His Highness Anund Row Guicowar Shena Khaskel Shumsher Behauder.*

A.D. 1803 — Anund Row Guicowar.

Having maintained my honor and the good of the state, I have given to you in Enam the fort and Jaggeer village of Keda or Kaira; take therefore and enjoy the fort and village aforesaid, and as you have hitherto maintained a friendly intercourse with my Sircar, and thereby done me honor, continue to do so.

I excuse you of the annual Nuzzerana from thence.

It is hoped that your Sirdars or officers of rank here will always behave faithfully and respectfully towards us.

Stamped with the seals of the state.

A true Translate,
(Signed) R. Drummond.
A true Copy,
(Signed) A. Walker,
Resident.

Letter, *or Sunnud, dated the* 11*th Suffer (or the* 2*d June* 1803*) and addressed to the Honorable English Company by Anund Row Guicowar Shena Khaskel Shumsher Behauder.*

Two thousand of your troops are already provided for by treaty: besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year, *viz.* the Pergunnah of Matter, valued at one lack and thirty thousand Rupees (1,30,000); the Pergunnah of Modha or Monde, one lack and ten

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ten thousand Rupees (1,10,000); the customs of Kimkatodra, north of the Tappee, fifty thousand Rupees (50,000). These, amounting to two lacks and ninety thousand Rupees (2,90,000,) I have given in Jaghire for the expence of the additional thousand troops entertained by treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, Direkdars, Daity and Assamidars, and Durbar Kirch, as heretofore. Should thereby the amount stipulated for the subsidiary force fall short it shall be made up from the Sircar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of this Sircar in a respectful and faithful manner.

Stamped with the seals of the state.

A true Translate,

(Signed) R. Drummond.

A true Copy,

(Signed) A. Walker,
Resident.

Translation *of a Sunnud from Anund Row Guicowar Senah Khaskel Shumsher Behader to Bohwany Pursaud and Vaney Pursaud of Kimkatodra, dated Moon Suffer, or 2d June,* 1803.

The management of the Syer of Kimkatodra Tappee Wooter Teer, or on the north side of the Tappee river, is taken from you and given to the Honorable Company on account of the subsidy engagement, therefore you will deliver over the charge of the said Syer from the first Karticksood Arabah Meyatane (or from the 16th October, 1803) to the Honorable Company.

(Signed) A. Walker,
Resident.

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Translation *of a Sunnud from Anund Row Guicowar Senah Khaskel Shumsher Behader, to all the Jemadars of Kimkatodra Tappee Wooter Teer, or on the North Side of the Tappee River, dated the* 11*th Suffer* 1859, *or* 2*d June*, 1803.

A.D. 1803 — Anund Row Guicowar.

I have discharged Bhavany Pursaud and Vaney Pursaud from the management of the Syer Kimkatodra Tappee Wooter Teer, and given it to the Honorable Company, on account of the additional subsidy, wherefore you will obey this order, and deliver over the charge of the said Syer, from the first day of Mergsaul, to the Honorable Company.

A true Copy of the Translation,

(Signed) A. Walker,
Resident.

No. XXXVI.

Treaty *with the* Rajah of Soonth, 1803.

A.D. 1803 — The Rajah of Soonth.

Trusting and believing in Providence: I hereby declare that, desirous to embrace the very amicable offer made to me by Colonel Murray, commanding the British troops in Guzerat Attaveesy, and conquered districts, on behalf of the Honorable Company Behauder, and to cement the friendship which at present so happily exists between me and the Honorable Company's Government, I have, in testimony thereof, of my free will and consent, entered into the following engagements with the Honorable Company Behauder, under whose protection it has pleased the Almighty to place me.

ARTICLE I.

As tributary to Powaghur and the Honorable Company Behauder, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the

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A.D. 1803

The Rajah of Soonth.

the late Government of Dowlut Row Scindia, namely, 2,700 Rupees: but should it please the Honorable Company's Government graciously to release me, in future, from the payment of the aforesaid tribute, then I engage to present them annually with such Nuzerannee, in token of my allegiance, as they may be pleased to direct, which shall be in lieu of all other sums whatever; and as long as I continue faithfully to adhere to the interests of the Honorable Company, this concession of the tribute to be paid by me, if acceded to by his Excellency the Governor General in Council, shall not be liable to be revoked.

ARTICLE II.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose any attempt of a hostile nature which may be made by a foreign power, for the passage of troops through my districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion.

ARTICLE III.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people, my enemies, I shall receive assistance from the Honorable Company's Government, to enable me to resist the enemy: unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbour's boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

ARTICLE IV.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the Government, as far as relates to them or those in their service: but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to antient custom, for the protection which I hereby engage to give to the merchants.

Concluded, Camp Calliban, December 15th, 1803.

(Signed) J. MURRAY,
Collector.

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No. XXXVII.

TREATY *with the* Rajah of Lunawara, 1803.

A.D. 1803

The Rajah of Lunawara.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzerat Attaveesy, and districts conquered from Dowlut Row Scindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray, during his continuance in the Lunawara district; and anxious to profit by the friendly protection which the Honorable Company Behauder has been graciously pleased to extend towards me, I do, of my free will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely:

ARTICLE I.

First, as tributary to the Honorable Company Behauder, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto usually paid by me to the late Government of Dowlut Row Scindia, to maintain, at my own expense, devoid of every claim to remuneration from the Government of the Honorable Company Behauder, a military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of the Guzerat through my districts: and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering, on all occasions, the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity; further engaging, to give such token of allegiance as his Excellency the Governor General may be pleased to require.

ARTICLE II.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the Government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to antient custom, for the protection which I hereby engage to give the merchants.

Concluded, camp Lunawara, November 14, 1803.

(Signed) J. MURRAY,
Collector.

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No. XXXVIII.

TREATY *with the* Rajah of Pretaubghur, 1804.

COPY *of a* TREATY *concluded with* Shahamut Sing, Rajah *of* Pretaubghur, *by* Colonel Murray, *commanding the British Troops in* Guzerat, *the* Attaveesy, *and* Malwa, 1804.

A.D. 1804 — The Rajah of Pretaubghur.

ARTICLE I.

The Rajah disclaims all subjection or acknowledgment of superiority to Jeswunt Row Holkar.

ARTICLE II.

The Rajah engages to pay the tribute formerly paid by him to Jeswunt Row Holkar to the British Government, when the Most Noble the Governor General shall think fit to order it to be levied.

ARTICLE III.

The Rajah shall consider the enemies of the British Government as his own, and engages that he will not permit them to remain in his districts.

ARTICLE IV.

All British troops and stores, of every description, for the British army, shall be permitted to pass free through the districts of the Rajah; and the Rajah further engages to afford them every assistance and protection.

ARTICLE V.

The districts of the Rajah shall deliver at Mulhar Ghur five thousand Maunds of rice, two thousand Maunds of Gram, and three thousand Maunds of Jovaree, for which a fair and equitable price shall be paid on the delivery, to be made one half in fourteen, the remainder in twenty-eight days.

ARTICLE VI.

In the full confidence that the above articles shall be strictly performed by the Rajah, Colonel Murray, commanding the British forces, engages to raise no contributions, either of money, cattle, or grain, nor will he permit any contributions to be levied by detachments of British troops under his command.

ARTICLE VII.

The Rajah engages to coin in the mint of Pretaubghur, such bullion as the Commanding Officer of the British troops may find convenient to send there, the British Government defraying the actual expense.

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A.D. 1804
The Rajah of Pretaubghur.

ARTICLE VIII.

This Treaty shall be sent, with the least possible delay, for the ratification of his Excellency the Most Noble the Governor General; but the above articles shall be strictly adhered to by the officer commanding the troops and the Rajah, till the ratification shall arrive.

Given under my hand and seal, this 25th day of November, 1804, in camp on the Chumbul.

(Signed) J. MURRAY,
Collector.

No. XXXIX.

TREATY *with* Anund Row Guicowar, 1805.

A.D. 1805
Anund Row Guicowar.

DEFINITIVE TREATY *of* GENERAL DEFENSIVE ALLIANCE *between the Honorable* English East-India Company *on the one Part, and the* Maha Rajah Anund Row Guicowar Sena Khas Kheyl Sumsheir Behauder, *and his Children, Heirs, and Successors, on the other, settled by* Major Alexander Walker, *Resident at Baroda, having full Powers from the Government of Bombay, which is, in like manner, authorized by his Excellency, the Most Noble* Richard Marquis Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Gevernor General in Council appointed by the Honorable the Court of Directors to direct and control all their affairs in the East-Indies.*

Whereas various agreements have been concluded between the Honorable Company on the one part, and Anund Row Guicowar Sena Khas Kheyl Sumsheir Behauder on the other, all tending to improve and encrease the friendship and alliance between the contracting parties, *viz.* a convention dated at Cambay, the 15th March 1802, settled by the Governor of Bombay on the part of the Honorable Company, and by Rowjee Appajee Dewan on the part of Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder; an agreement dated at Cambay, the 6th June 1802, settled by the Governor of Bombay on the part of the Honorable Company, and by Rowjee Appajee Dewan on the part of Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder; and an agreement made by Anund Row Guicowar Sena Khas Kheyl Shumsheir Behader with Major Alexander Walker, Resident at Barcda, on the part of the Honorable Company, dated at Baroda, the 29th July

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July 1802; and whereas it is desirable to consolidate the stipulations of all these separate engagements with one definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Rowjee Appajee, in his letter of the 10th of Suffer (or 12th June, 1803) desiring that the present engagement between the Honorable Company and the Guicowar State may be drawn up in terms consonant to those employed in the Treaty of Bassein, between the Honorable Company and his Highness the Peshwa, the said Company and the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, do hereby accordingly agree to the following articles framed for that purpose. A.D. 1805 Anund Row Guicowar.

ARTICLE I.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, *viz.* on the 15th of March, 6th June, and 29th July, 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors for ever.

ARTICLE II.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE III.

Whereas, in conformity to the agreements heretofore made between the Honorable Company and the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder agrees to receive, and the Honorable Company to furnish, a permanent subsidiary force, of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, *viz.* two companies of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Row Guicowar Sena Khas Kheyl Shumsheir Behander.

ARTICLE IV.

The subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, his heirs and successors, the overawing and chastisement of rebels and exciters of disturbance in his territories, and the due correction of his subjects or dependants,

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A.D. 1805

Anund Row Guicowar.

who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kattywar, when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Guicowar State cannot be doubted, must remain the judge of its necessity.

ARTICLE V.

In order to provide the regular payment of the whole expense of this subsidiary force, Anund Row Guicowar Sena Khas Kheyl Sumsheir Behauder has ceded, by the argreements aforesaid, *viz.* dated the 15th March, 6th June, and 29th July, 1802, and 2d June, 1803, districts and other funds, of which a Schedule (A) is annexed to this Treaty, of the yearly net value of 11,70,000 Rupees. This cession is confirmed by this Treaty, and Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE VI.

The districts of Chowrassy, Chickly, Surat, Chouth, and Kaira, have been ceded to the Honorable Company by Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honorable Company's Government. The cession of these districts is confirmed by this Treaty, and Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder hereby cedes the districts abovementioned, withall the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE VII.

Whereas the Honorable Company have, at different periods, assisted Anund Row Guicowar Sena Khas Kheyl Shumsheir Behader, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed, that the full amount of the Russud of the districts therein named, according to the provisions in the eighth article of the agreement of the 29th July, shall be collected on account of the Honorable Company, and the persons therein referred to, until these debts and the interest due upon them shall be fully paid; and for the past or any future advances which the Company's Government may make to that of the Guicowar, Mahals shall be assigned as their security.

ARTICLE

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A.D. 1805

Anund Row Guicowar.

ARTICLE VIII.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be exempted from duties in the territories of Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, and the commanding officer and the officers of the subsidiary force shall be treated, in all respects, in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Guicowar Government meet with similar consideration and respect from the Honorable Company. In consideration, also, of the good will and friendship which has so long happily subsisted between the Honorable Company and the Guicowar Government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deckan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guicowar service shall be allowed to pass and repass freely, with their families, through the Honorable Company's territories.

It is expressly understood, that the admission of this article is not to sanction, or in any shape to authorize the transit of merchandize or of prohibited goods.

ARTICLE IX.

The Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder hereby engages, that he will not entertain in his service any European or American, or any native of India, subject of the Honorable Company, without the consent of the British Government; neither will the Company's Government entertain in their service any of the Guicowar servants, dependants, or slaves, contrary to the inclination of that state.

ARTICLE X.

Inasmuch as, by the present Treaty, the contracting parties are bound in an alliance for mutual defence and protection, Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honorable Company's Government, weighing matters in the scale of truth and justice, may, in communication with the Guicowar Sircar, determine, shall meet with full approbation and acquiescence.

ARTICLE

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A.D. 1805

Anund Row Guicowar.

ARTICLE XI.

Whereas there are certain unfinished transactions between his Highness the Peshwa and Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, and there exist certain papers of accounts which are unadjusted, Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder doth hereby agree, that the Honorable Company's Government shall examine into and finally adjust the said transactions, papers, and accounts, and the demands resulting therefrom; and Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder binds himself, his heirs, and successors, to abide by such adjustment as the British Government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the Governments of his Highness the Peshwa and the Guicowar, it behoves the latter to repose a similar faith in the British Government as the Peshwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honorable Company, after taking into mature consideration the impoverished state of the Guicowar finances; and the latter Government entertain a full conviction, that no oppressive demand will be enforced under the Company's mediation.

ARTICLE XII.

If, notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed, that with the reserve of a battalion of native infantry to remain near the person of the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, or such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion, for the purpose of opposing the enemy.

The troops of the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder shall accompany the British troops to the boundaries of Guzerat, in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE XIII.

As the enemies of both states are the same, those who are in opposition to the Guicowar Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honorable Company; but should Canoojee Guicowar, who comes under this description, repent and submit himself, it will be adviseable to oallow him a suitable pen, on which he may subsist and reside at Bombay, or at any other place which maybe equally safe and convenient.

Neither

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Neither Canoojee Guicowar nor Mulhar Row Guicawar will have any other claim on the Guicowar Government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE XIV.

When the subsidiary troops will take the field, the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder will supply such quantities of grain and Benjarries to attend the army, as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE XV.

If disturbances shall, at any time, break out in the Honorable Company's territories or districts, bordering on those of the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, the said Maha Rajah Anund Row Guicowar shall consent to the employment of such a proportion of the subsidiary force, as may be requisite to quell the same: and if, at any time, disturbances shall break out in any part of the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder, detach such a proportion of the troops of the Company, as may be most conveniently situated to assist in quelling the said disturbances in the Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheir Behauder's territories.

ARTICLE XVI.

In future the subject of each state, who may take refuge with either, shall be delivered up, if the state from which such parties shall have fled appear to have any demand of debt or any just claim against him or them: but as a free intercourse between the countries under the two Governments is also intended, frivolous claims against parties resorting from their own to the others jurisdiction are not to be preferred, and in all serious cases cordiality will be shewn.

ARTICLE XVII.

The contracting parties hereby bind themselves to take into consideration, hereafter, the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April 1805, Anno
Domini.

SCHEDULE

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SCHEDULE A.

A.D. 1805
Anund Row Guicowar.

A STATEMENT *of the Funds assigned and Districts, in perpetual Sovereignty, to the Honorable Company, by Maha Rajah Anund Row Guicowar Sena Khas Kheyl Shumsheer Behauder, in order to provide for the regular Payment of the Subsidiary Troops.*

The Pergunnah of Dholka, - -	Rupees	4,50,000	
Ditto Neryaud, - - - -		1,75,000	
Ditto Bejapoor, - - - -		1,30,000	
Ditto Matter, - - - -		1,30,000	
Ditto Mondeh, - - - -		1,10,000	
The Tuppa of Kurree, - - - -		25,000	
The Kimkatodra - - - - - - -		50,000	
Warrat on Kattywar - - - - - -		1,00,000	
			11,70,000
	Rupees - -		11,70,000

Baroda, the 21st April, Anno Domini 1805.

(Signed) A. WALKER. Resident.

SCHEDULE B.

A STATEMENT *of the Advances made by the Honorable Company and various Bankers to Maha Raja Anund Row Guicowar Sena Khas Kheyl Shumsheer Behauder, comprising an Account of the Funds assigned for their Repayment, according to the Provisions made in the eighth Article of the Agreement of the 29th of July, Anno Domini* 1802.

Advanced on account of the first loan, for the reduction of the Arab Sebundy.

By

By the Honorable Company.

	Rupees.	A.	P.	Rupees.	A.	P.
December 21st 1802, as per Account settled by the Accountant General at the Presidency, under this date, - - - - - -	10,77,447	3	96			

By the Shroffs.

Hurry Bucktee, Arjooujee Nathjee Terwady, Samul Becherdass, Mungul Sukeedass } inclusive of Manoty	12,48,000	0	0			
				23,25,447	3	96

On account of the second loan for the discharge of the Arab Sebundy.

By the Honorable Company.

January 31st 1803, as per account and bond of this date - - - - - - -	8,89,683	0	16			

By the Shroffs.

	Rupees.	A.	P.	Rupees.	A.	P.	Rupees.	A.	P.
Samuldas Beckerdass - -	4,96,143	2	50						
Mungul Suckeedass - -	4,27,458	0	0						
				9,23,601	2	50			
							18,13,284	2	66
Rupees - -							41,38,732	2	62

Funds assigned for the Repayment of the foregoing.

1st.	The Pergunnah of Baroda, - - Rupees	6,00,000	
2d.	Petland, - - - - -	3,00,000	
3d.	Talooka Ahmedabad, - - - - -	1,00,000	
4th.	Kerul, - - - - - - - -	25,000	
5th.	The Sayer Kotee of the Fort of Baroda, - -	75,000	
6th.	Pergunnah of Kurree - - - - - -	1,50,000	
7th.	Raj Pimpla, - - - - -	45,000	
			12,95,000

Baroda, the 21st April, Anno Domini 1805.

No. XL.

AGREEMENTS *with the Piratical* Marattas, 1808.

No. 1.—TRANSLATE *of an* AGREEMENT *executed by* Wagha Manick *of* Dhingey, *renouncing, in future, Piracy and all Right to Wrecks.*

A.D. 1808 — The Marattas

Be it known to all, that I, Wagha Manick of Dhingey, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs, and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas, the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Wagha Manick of Dhingey, do, in like manner, for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Wagha Manick, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner capable of proving his right may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated the 20th December, 1807.

(Signed) TUCKER RYA and DEWA, for Wagha Manick.
RAJGUR KESSOWJEE, agent of Mooloo Manick.
JAHREJEE JEEAJEE of Morba, by the agency of Mehta Bhanjee.
JAHRIJEE JUSSAJEE of Jettia.

A true Copy of the Translate,

(Signed) A. ROBERTSON.

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No. 2.—TRANSLATION *of an* AGREEMENT *executed by* Rana Sree Suggaramjee *of* Aramra *and* Coer Babjee *of* Bate, *by the Agency of* Adekaree Sudderam, *renouncing, in future, Piracy, and all Right to Wrecks.*

I, Rana Sree Suggaramjee of Aramra, do hereby bind myself to this writing, which includes Bate and Aramra, and what is here written I agree to abide by. A.D. 1808 The Marattas

Seal of
Coer Babjee
of Bate.

(Signed) (SAHEE) by RANA SUGGURAMJEE.

Be it known to all, that I, Coer Babjee of Bate, by the agency of Adekaree Suddaram, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by Adekaree Suddaram on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

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A.D. 1808
The Marattas

ARTICLE III.

As the temple of Bate is consecrated to the worship and adoration of the Supreme Being, the Honorable Company will be always disposed to afford the temple for those holy purposes every suitable encouragement and protection.

ARTICLE IV.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Bate, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these articles are observed inviolably.

Margsur Sud 15th Sumwut 1864, or 14th
December, Anno Domini 1807.

A true Copy of the Translate,
(Signed) ARCHIBALD ROBERTSON.

No. 3.—TRANSLATE *of an* AGREEMENT *executed by* Mooloo Manick Summyanee *of* Dewarka, *renouncing, in future, Piracy, and all Right to Wrecks.*

Be it known to all, that I, Mooloo Manick Summyanee, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Mooloo Manick Summyannee of Dewarka, do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Mooloo Manick Summyanee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE

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ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

As the temple of Dewarka is consecrated to the worship and adoration of the Supreme Being, the Honorable Company will be always disposed to afford the temple for these holy purposes every suitable encouragement and protection.

ARTICLE IV.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Dewarka, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these articles are observed inviolably. So help me God.

Margseer Sud 15th Sumwut 1864, or 14th
December, Anno Domini 1807.

True Copy of the Translate,
(Signed) ARCHIBALD ROBERTSON.

No. 4.—TRANSLATION *of an* AGREEMENT *executed by* Coer Meghrajee *of* Posetra, *renouncing, in future, Piracy, and all Right to Wrecks.*

Be it known to all, that I, Coer Meghrajee of Posetra, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me, Coer Meghrajee, on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Coer Meghrajee

A.D. 1808 The Marattas

Meghrajee of Posetra, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Posetra, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these articles are observed inviolably.

Margseer Vud 14th Sumwut 1864; or 28th
December, Anno Domini 1807.

A true Copy of the Translate,
(Signed) Archibald Robertson.

Seal of
Manumjee
Son of
Babjee.

No. 5.—Translate *of a* Security Bond *executed by* Coer Babjee of Bate *and* Mooloo Mamick of Dewarka *for the* Chief of Posetra.

I, Coer Seree Babjee, by the agency of Suddaram Adekaree, and I, Mooloo Manick Summyawee, in consequence of Posetra having concluded arrangements with the Honorable English Company, similar to those of Bate and Dewarka, with a view to cause a due observance of these engagements, hereby become security, and if the chief of Posetra commit any aggression or theft we are responsible for the same.

Should

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Should the Posetra Walla in any way commit aggressions, the whole of them (are on our necks) we are answerable for. A.D. 1808 The Marattas

Dated, Poushsood, 2d Sumwut 1864.

(*Signed twice*) SCHEE, SCHEE.

A true Copy of the Translate,
(*Signed*) ARCHIBALD ROBERTSON.

Seal of Raidungee.

No. 6.—TRANSLATE *of a Copy of a* SECURITY BOND *executed by* Dewan Hunsray Sha *on the part of* Rao Sree Raidun *of* Kutch, *for the* Chief of Bate *and* Dewarka.

In consequence of Major Alexander Walker, on account of the Honorable Company, having, through the agency of Khetree Soonderjee Sewajee, concluded friendship, and entered into a written agreement with Coer Mamunjee of Bate, through the agency of Suddaram, and Mooloo Manick of Dewarka, I, Mucha Rajah Rao Sree Raidun, by the agency of Humsraj Sha Samedass Dewan, agree to become guarantee for the due observance of these engagements, and do hereby bind myself as answerable for the least aggression or theft on their part to the Honorable Company. This is true. I have become security with my own free will and consent. I am perfectly bound to cause an adherence to this.

Dated Poushsood 4th, Friday, Sumwut 1864.

This has been executed in my presence.

True Copy of the Translate,
(*Signed*) ARCHIBALD ROBERTSON.

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No. 7.—TRANSLATE *of an* AGREEMENT *executed by* Hamed Khan Behauder, *renouncing, in future, Piracy and all Right to Wrecks.*

A.D. 1808
The Marattas

Be it known to all, that I, Hamed Khan Behauder Babee Fidwee Sha Alam Padsha Ghazee, Governor of the city of Joonaghur, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me and by Major Alexander Walker, Resident, on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamed Khan Behauder, on my own part, and on the part of my heirs and successors, do, in like manner, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports: and should any one being rebel against my Government, and living in another country enter mine and plunder any one, I will point out the residence of that theif.

I, Hamed Khan Behauder do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the harbours of the Honorable Company.

I have agreed to these articles, that no cause of misunderstanding or dispute may exist between me and the Honorable Company. Without date.

The Seal of Hamed Khan Behauder.

A true Copy of the Translate,
(Signed) ARCHIBALD ROBERTSON.

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No. 8.—TRANSLATE *of an* AGREEMENT *executed by* Jam Jussajee *of* Nowaunuggur, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that I, Jam Jussajee, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs, and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company. A.D. 1808 The Marattas

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussagee of Nowaunuggur, do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jussajee, do also bind myself to the relinquishment of the the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority, shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Pous Vud 30th Summut 1864; or 27th
January Anno Domini 1808.

(*Signed*) RUDRAJEE RAGOONATHJEE,
For JAM JUSSAJEE.

A true Copy of Translate,
(*Signed*) ARCHIBALD ROBERTSON.

No. 9.—TRANSLATE *of an* AGREEMENT *executed by* Rana Sertaunjee *and* Coer Hallajee *of* Poorbunder, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that we, Rana Sertaunjee and Coer Hallajee of Poorbunder, in order to afford the fullest testimony of respect and attachment to the Honorable Company,

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A.D. 1808
The Marattas

do engage and bind ourselves, our heirs, and successors, to observe the following articles of agreement, concluded by us, Rana Sertaunjee and Coer Hallajee of Poorbunder, on our part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Rana Sertaunjee and Coer Hallajee of Poorbunder, do, in like manner for ourselves, our heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person under our authority, or subject to our control; nor shall those who follow the profession of piracy, receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to the vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into our ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

It is further agreed to by us, that to prevent all future causes of dispute or misunderstanding, the Honorable Company may appoint an agent to reside at Poorbunder, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary to ascertain that all these articles are observed inviolably.

True Copy of the Translate,

(Signed) Archibald Robertson.

No. 10.—Translate *of an* Agreement *executed by* Khawass Suggaram *and* Pragjee *of* Joreeabunder, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that we, Khawass Suggaram and Pragjee of Joreeabunder, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage

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engage and bind ourselves, our heirs, and successors, to observe the following articles of agreement, concluded by us on our part, and by Major Alexander Walker on the part of the Honorable Company.

A.D. 1808
The Marattas

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Khawass Suggaram and Pragjee, do, in like manner for ourselves, our heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under our authority or subject to our control; nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into our ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Kartick Sood 2d 1864; or 1st November,
Anno Domini 1807.

(Signed) SEHEE.

A true Copy of the Translate,

(Signed) ARCHIBALD ROBERTSON.

THE END.

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